

**STATE OF MARYLAND  
GOVERNOR'S OFFICE FOR CHILDREN  
ON BEHALF OF THE  
MARYLAND CHILDREN'S CABINET**



**REQUEST FOR PROPOSALS (RFP) FOR CARE MANAGEMENT  
ENTITIES**

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

**Publication Date: January 11, 2012**

STATE OF MARYLAND  
**NOTICE TO OFFERORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments via e-mail to [sfinkelsen@goc.state.md.us](mailto:sfinkelsen@goc.state.md.us) or fax them to 410-333-5248 to the attention of Scott Finkelsen.

Title: Request for Proposals for Care Management Entities

Project No: DEXR2400003 (eMaryland Marketplace No. MDD1431000120)

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated.  
(Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky.  
(Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory.  
(Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: \_\_\_\_\_

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

Vendor Name: \_\_\_\_\_ Date \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

## KEY INFORMATION SUMMARY PAGE

**Title of RFP:** Request for Proposals for Care Management Entity

**RFP Issue Date:** January 11, 2012

**RFP Number:** DEXR2400003 (eMaryland Marketplace No. MDD1431000120)

**Description of Services:** The Governor's Office for Children (GOC), on behalf of the Children's Cabinet, intends to enter into one (1) contract for a Statewide Care Management Entity (CME) which shall have its office in the Greater Baltimore Maryland Region (described below). The CME will provide a locus of accountability for children with intensive needs and provide intensive care coordination using a Wraparound service delivery model, resource development and provider network management, assessments, and community resource support for a range of populations of children.

**Minimum Requirements:** The Contractor must be a not-for-profit 501(c) organization under the Internal Revenue Service Code with experience (or a clear vision addressed in the response that demonstrates how the organization will be ready to operate on day one of the Contract, given the organization's lack of experience) in providing care coordination using a Wraparound service delivery model and building and maintaining a provider network.

The Contractor may not be governmental or quasi-governmental organization or instrument of state or local government.

Each successful Offeror must submit a Payment Bond (Attachment H) in the amount of the value of the Contract for the duration of the Contract.

Offerors may not provide direct services to children, youth or families in Maryland, other than Case Management/Care Coordination or family support classified as a billable service, and may not be under contract with the Department of Health and Mental Hygiene (DHMH) to serve as the Administrative Service Organization for the Maryland Public Mental Health System. If the parent organization of the Offeror provides direct services to children, youth or families in Maryland, it is the responsibility of the Offeror to clearly articulate in the proposal how the parent organization will maintain stringent firewalls to ensure that families, children, and youth who receive services from the Offeror have complete freedom of choice in the selection of providers and the decisions regarding continuation of care with a particular provider and that funds from the Offeror are not intermingled with the funds from any direct service provider.

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Contract Term:** June 1, 2012 – June 30, 2014  
Option #1: July 1, 2014 – June 30, 2015  
Option #2: July 1, 2015 - June 30, 2016  
Option #3: July 1, 2016 - June 30, 2017

**Issuing Office:** Governor's Office for Children (GOC) on behalf of the Children's Cabinet

**Issuing Office Point of Contact & Procurement Officer:** Scott Finkelsen  
Chief, Finance and Operations  
Governor's Office for Children  
301 W. Preston Street, 15<sup>th</sup> Floor  
Baltimore, MD 21201  
410-767-6243 (p)  
[sfinkelsen@goc.state.md.us](mailto:sfinkelsen@goc.state.md.us)

**Contract Monitor:** Contract Monitor  
Governor's Office for Children  
301 W. Preston Street, 15<sup>th</sup> Floor  
Baltimore, MD 21201  
410-767-4160 (p)

GOC may change the Contract Monitor at any time by written notice to the Contractor.

**Deadline for Receipt of Proposals:** Monday, February 27, 2012 at 12:00 PM EST.

**Proposal(s) Received at:** The Governor's Office for Children, Reception Desk, 301 W. Preston Street, 15<sup>th</sup> Floor, Baltimore, MD 21201. (NOTE: Individuals who are hand-delivering proposals *must* allow sufficient time to go through Security and must have valid photo identification to enter the building.)

**Pre-Proposal Conference:** Monday, January 23, 2012 at 10:00 AM EST at Spring Grove Hospital Center, Building 34 Auditorium (map available at <http://www.springgrove.com/mapbrochure.pdf>).

If you need accommodations for special needs, please contact Scott Finkelsen at [sfinkelsen@goc.state.md.us](mailto:sfinkelsen@goc.state.md.us) or 410-767-6243 at least five (5) business days in advance of the pre-proposal conference in order to make arrangements.

**Anticipated Start of Contract:** July 1, 2012

**MBE Subcontracting Goal:** No Minority Business Enterprise (MBE) subcontracting goal is required for the contract resulting from this solicitation but the Contractor is encouraged to use Maryland small businesses and MBEs whenever possible.

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## DEFINITIONS

1. "Administrative services organization (ASO)" has the meaning stated in COMAR 10.09.62.01.
2. "Care coordinator" means an individual employed through the Care Management Entity who is responsible for providing care management services to participants and families, including, but not limited to, coordination of child and family team meetings and completion of the initial and revised plan of care.
3. "Caregiver" means an individual with responsibility for 24-hour care and supervision of a minor.
4. "Child and Family Team (CFT)" means a team of individuals selected by the participant and family to work with them to design and implement the plan of care.
5. "Children's Cabinet" means the Secretaries of the Departments of Budget and Management, Disabilities, Health and Mental Hygiene, Human Resources, and Juvenile Services, the Superintendent of the Maryland State Department of Education, and the Executive Director of the Governor's Office for Children who convene on a regular basis to develop and implement coordinated State policies to improve the health and welfare of children and families.
6. "Crisis Plan" means a plan that includes pertinent medical care information and a list of services, strategies, and techniques for immediate response and prevention of future crisis events and utilizes youth and family strengths and natural and family supports.
7. "Contract" has the meaning stated in COMAR 21.01.02.
8. "Contractor" has the meaning stated in COMAR 21.01.02.
9. "Core Service Agency (CSA)" has the meaning stated in COMAR 10.21.17.
10. "Contract Monitor" is an individual employed by the Governor's Office for Children who provides direct consultation to State and local partners and stakeholders on funding coordination for services for special needs children and youth in residential and community-based placements and is responsible for serving as the contract monitor for the Contract resulting from this RFP.
11. "Direct Service" does not include family support, case management or care coordination as used in a Wraparound service delivery model.
12. "Evaluation Protocol" means a pre-determined, standardized procedure used to determine the effects of an intervention.
13. "Family" means:
  - (a) One or more parents and children related by blood, marriage, or adoption, and residing in the same household; or

- (b) A parent substitute or substitutes, including informal and formal kinship caregivers as set forth in Health-General Article, §20-105, Annotated Code of Maryland, and Education Article, §7-101, Annotated Code of Maryland, or
  - (c) Legal guardians, who have responsibility for the 24-hour care and supervision of a minor.
- 14. "Fiscal Year" has the meaning of the State Fiscal Year of July 1 to June 30 of each year.
- 15. "Governor's Office for Children" (GOC) has the meaning stated in Executive Order 01.01.2006.03.
- 16. "Group home" means a facility owned, leased, or operated by a corporation that has been granted a license to operate a residential child care program that provides:
  - (a) Residential services for youths such as care, diagnosis, training, education, and rehabilitation; and
  - (b) A group living experience.
- 17. "Lead Agency" has the meaning stated in COMAR 14.31.01.
- 18. "Local Care Team (LCT)" has the meaning as stated in Maryland Human Services Article, Title 8, Subtitle 4, Annotated Code of Maryland.
- 19. "Local Department of Social Services (DSS)" has the meaning stated in Human Services Article, Title 3, Annotated Code of Maryland.
- 20. "Local Management Board (LMB)" has the meaning stated in Human Services Article, Title 3, Annotated Code of Maryland.
- 21. "Local Time" means Eastern Standard Time.
- 22. "Managed Care Organization (MCO)" has the meaning stated in Health General Article, Title 15, Annotated Code of Maryland.
- 23. "Maryland Children's Health Program (MCHP)" has the meaning stated in COMAR 10.09.43.
- 24. "Medical Assistance Program" has the meaning stated in COMAR 10.09.36 and is charged with oversight of the RTC Waiver.
- 25. "Mental health professional" has the meaning stated in COMAR 10.21.17.02.
- 26. "Mental Hygiene Administration (MHA)" means the Department of Health and Mental Hygiene's administration as defined by Health-General Article, Title 10, Annotated Code of Maryland, or its designee.
- 27. "Natural support" means a family member, friend, or community member, or organization selected by the participant or family, or both, to participate on the CFT.
- 28. "Offeror" means the entity submitting the proposal in Response to this Request for Proposals.

29. "Out-of-home placement" means the 24-hour substitute care for children and youth placed away from their parents or guardians for more than 24 hours and for whom the Department of Human Resources, the Department of Juvenile Services, the Department of Health and Mental Hygiene, or the Maryland State Department of Education/Local School System has supervision and care responsibility.
30. "Plan of Care (POC)" means a written document developed by the CFT that comprehensively describes the services to be provided to children, youth and families across life domains.
31. "Psychiatric residential treatment facility (PRTF)" means a residential treatment center as defined in 42 CFR §440.160.
32. "Psychiatric residential treatment facility (PRTF) level of care" means the Maryland Medical Assistance Program's level of care determination of medical necessity for an individual to be served in a residential treatment center.
33. "Public mental health system (PMHS)" means the system for the delivery of mental health treatment and supports to eligible individuals as described in COMAR 10.09.70.
34. "Residential Child Care Program" has the meaning stated in COMAR 14.31.05.
35. "Residential Treatment Center (RTC)" has the meaning stated in Health-General Article, §19-301, Annotated Code of Maryland.
36. "Serious emotional disturbance" has the meaning stated in COMAR 10.21.17.
37. "Serious mental illness" has the meaning stated in COMAR 10.21.17.
38. "State" means the State of Maryland.
39. "Systems of Care" means a comprehensive spectrum of mental health and other necessary services which are organized into a coordinated network to meet the multiple and changing needs of children and adolescents and their families and that are family-driven, youth-guided, individualized, culturally and linguistically competent, and community-based.
40. "Wraparound" means a service delivery model that includes a collaborative process in which the CFT assists in the development and implementation of an individualized plan of care that includes specified outcomes and adheres to the standards and guidelines set forth by the National Wraparound Initiative.



## **ABBREVIATIONS**

ASO	ADMINISTRATIVE SERVICES ORGANIZATION
BAFO	BEST AND FINAL OFFER
CFR	CODE OF FEDERAL REGULATIONS ( <a href="http://www.gpoaccess.gov/cfr/retrieve.html">http://www.gpoaccess.gov/cfr/retrieve.html</a> )
CME	CARE MANAGEMENT ENTITY
CMHS	Federal CENTER FOR MENTAL HEALTH SERVICES, in SAMHSA in HHS
CMS	Federal CENTERS FOR MEDICARE & MEDICAID SERVICES, in HHS
COMAR	CODE OF MARYLAND REGULATIONS ( <a href="http://www.dsd.state.md.us/comar">http://www.dsd.state.md.us/comar</a> )
CSA	CORE SERVICE AGENCY
CFT	CHILD AND FAMILY TEAM
DEWS	DIVISION OF ELIGIBILITY WAIVER SERVICES, in DHMH
DHMH	Maryland DEPARTMENT OF HEALTH AND MENTAL HYGIENE
DHR	Maryland DEPARTMENT OF HUMAN RESOURCES
DJS	Maryland DEPARTMENT OF JUVENILE SERVICES
EBP	EVIDENCE-BASED PRACTICE
FFP	FEDERAL FINANCIAL PARTICIPATION
FFS	FEE-FOR-SERVICE
FIM	FAMILY INVOLVEMENT MEETING
FSO	FAMILY SUPPORT ORGANIZATION
FY	State FISCAL YEAR
GOC	GOVERNOR'S OFFICE FOR CHILDREN
HIPAA	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT Public Law 104-191, 110 Statute 1936, 1996

HHS	U.S. Department of HEALTH AND HUMAN SERVICES
IRB	INSTITUTIONAL REVIEW BOARD
LCT	LOCAL CARE TEAM
LDSS	LOCAL DEPARTMENT OF SOCIAL SERVICES
LMB	LOCAL MANAGEMENT BOARD
LSS	LOCAL SCHOOL SYSTEM
MA	MEDICAL ASSISTANCE PROGRAMS, in DHMH
MCO	MANAGED CARE ORGANIZATION
MHA	MENTAL HYGIENE ADMINISTRATION, in DHMH
MIS	MANAGEMENT INFORMATION SYSTEM
MSDE	MARYLAND STATE DEPARTMENT OF EDUCATION
PMHS	PUBLIC MENTAL HEALTH SYSTEM
POC	PLAN OF CARE
PRTF	PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY
RFP	REQUEST FOR PROPOSALS
RTC	RESIDENTIAL TREATMENT CENTER
SAMHSA	Federal SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION, in HHS
SED	SERIOUS EMOTIONAL DISTURBANCE
SMI	SERIOUS MENTAL ILLNESS

# **PART I**

## **SPECIFIC REQUIREMENTS OF PROPOSED CONTRACT**

### **1.0 INTRODUCTION AND GENERAL INFORMATION**

#### **1.1 PURPOSE**

Maryland's Governor's Office for Children (GOC), on behalf of the Children's Cabinet, is soliciting proposals from Offerors to serve as a Care Management Entity (CME) to support its efforts to better serve children and youth in their homes and communities with efficient and effective services and supports. The purpose of this Request for Proposals (RFP) is to create a statewide CME to serve as an entry point for children, youth and families with intensive needs so that they can achieve the goals of safety, permanency, and well-being through intensive care coordination using a Wraparound service delivery model and the development of home- and community-based services.

GOC, on behalf of the Children's Cabinet, is seeking a CME that will serve multiple populations of children and youth, including specific children and youth who are being diverted from Department of Juvenile Services (DJS) out-of-home placements or Department of Human Resources (DHR) out-of-home placements<sup>1</sup>.

In keeping with the recommendations and strategies set forth in the Maryland Child and Family Services Interagency Strategic Plan (2008) (available at <http://www.goc.maryland.gov>), this RFP continues the Children's Cabinet's ongoing efforts to provide family- and youth-driven care that is individualized, effective, responsive, culturally competent, and community-based across all of the child and family-serving systems. Children and youth with complex needs and their families typically are involved with multiple providers and systems, or are at very high risk for such involvement. No one provider or system can respond comprehensively to the constellation of needs of these children, youth and families. As a consequence, children, youth and families end up with multiple plans of care and multiple care coordinators, a situation that is confusing and inefficient for all concerned.

The CME will continue to provide a single "locus of accountability" for these children and families and will continue to support the organization, management, delivery, and financing of services and resources across multiple providers and systems. High-fidelity Wraparound is the service delivery model used within the CME (See Appendices A, B, C, and D for background and additional information on CMEs and the Wraparound model).

The Children's Cabinet intends to make one (1) award as a result of this RFP. The intent of this RFP is to award a Contract to the responsible Offeror whose proposal, conforming to this RFP, is most advantageous to the State, with price and other factors to be considered as set forth herein. The State reserves the right to separately procure individual work components that are the subject of the Contract during the Contract term when deemed to be in the State's best interest. The terms "Contractor" and "CME" shall both refer to the successful Offeror to whom the Contract is awarded.

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<sup>1</sup> These populations are described below. Each relates to a particular set of eligibility criteria and a discrete funding source.

All communications regarding this RFP are to be made only by the Procurement Officer (see Key Information Summary Sheet). Information communicated by the Procurement Officer with respect to this RFP shall constitute the official position of GOC on behalf of the Children's Cabinet.

## **1.2 ELIGIBLE OFFERORS**

Offerors must comply with all requirements contained within this document and its appendices. Offerors may not be governmental or quasi-governmental organizations or instruments of state or local government. Offerors must be not-for-profit, 501(c) organizations under the Internal Revenue Service (IRS) Code. At a minimum, the CME must be or have submitted an application to the IRS to become a not-for-profit 501(c) corporation. This designation by the IRS must be obtained before the date the CME begins to work with children, youth and families under this contract.

The proposed administrative budget, including executive salary ranges and bonuses, must be included in the financial documents accompanying the proposal, and must include the methodology used for determining bonuses (if offered).

Offerors may not provide direct services to children, youth or families in Maryland. Direct services do not include Targeted Case Management (TCM), family support, or care coordination under a Wraparound service delivery model. If the parent organization of the Offeror provides direct services to children, youth or families in Maryland, it is the responsibility of the Offeror to clearly articulate in the proposal how the parent organization will maintain stringent firewalls to ensure that families, children, and youth who receive services from the Offeror have complete freedom of choice in the selection of providers and the decisions regarding continuation of care with a particular provider and that funds from the Offeror are not being intermingled with the funds from any direct service provider. If the parent organization is a not-for-profit, 501(c) organization under the IRS Code, the Offeror must be its own not-for-profit 501(c) corporation or have submitted an application to the IRS to become a not-for-profit 501(c) corporation, and have its own Board of Directors, separate from the parent organization. The State's intention is not to exclude qualified corporate entities from submitting proposals to become a CME, but to assure that any conflicts of interest or appearances of impropriety are identified and addressed appropriately (see Section 3.5).

Any entity that is under a contract with the Department of Health and Mental Hygiene (DHMH) to serve as the Administrative Service Organization for the State of Maryland's Public Mental Health System is not eligible to submit a proposal in response to this RFP.

## **1.3 CONTRACT REQUIREMENTS- GENERAL**

There may be multiple funding sources and requirements related to the individual populations to be served. The Contractor shall maintain separate accounting for each population and, from an accounting standpoint, may not blend funding across populations unless explicitly instructed to do so by GOC, on behalf of the Children's Cabinet. Even though some children may be concurrently involved with different agencies and systems, each child enrolled in the CME will be identified with a specific slot, by population. While every effort will be made by GOC to have uniform and consistent requirements, the Contractor shall address the specific programmatic and quality assurance requirements for each target population.

Should any of the elements included in the fixed costs associated with the provision of services under this Contract be used to provide allowable services not required under this RFP, the Contractor and GOC shall discuss, and GOC shall determine, the method by which those fixed costs will be offset against the Contract payments.

Any evaluation that is conducted with respect to the services provided by the Contractor, including for quality assurance or outcomes monitoring purposes, shall be done in concert with GOC on behalf of the Children's Cabinet. The Contractor shall be required to respond to *ad hoc* requests for data from the Contract Monitor in the timeframe requested by the Contract Monitor. Additional detail on reporting requirements can be found in Part I, Section 5.

#### **1.4 QUESTIONS**

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Pre-Proposal Conference. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, by facsimile, or by e-mail (this is the preferred method) to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Conference. Responses to all questions received prior to and during the Pre-Proposal Conference will be distributed to all prospective vendors who are known to have received a copy of this RFP, as an addendum to the RFP.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Pre-Proposal-Conference questions should be submitted in a timely manner to the Procurement Officer only. Based on the availability of time to research and communicate an answer, the Procurement Officer will determine whether an answer can be given before the proposal due date. Only answers to questions that are applicable to all Offerors will be provided in writing and will be distributed to all prospective Offerors who are known to have received a copy of this RFP, as an addendum to the RFP.

#### **1.5 PROPOSALS DUE (CLOSING) DATE**

An unbound original and seven (7) bound copies of each proposal (with separate technical and financial proposals submitted in sealed envelopes and each clearly marked) must be received by the Procurement Officer, at the address listed above, by the due date and time listed in the "Key Information Summary" in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word 2003 compatible format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Financial Proposal in MS Excel 2003 compatible format must be enclosed with the original financial proposal. The CDs shall be labeled with the Date, RFP title, RFP number, Offeror name, and type of proposal (technical or financial) and packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for an extension of the due date or time will not be granted. Offerors mailing proposals shall allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date included in the "Key Information Summary" section will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Individuals who intend to deliver the proposals in-person must allow sufficient time to go through Security and must have valid photo identification to enter the building. Proposals shall be brought to the Reception Desk at the Governor's Office for Children, 301 W. Preston St, 15<sup>th</sup> Floor, Baltimore, MD 21201.

## **1.6 DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **1.7 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments or addenda will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments or addenda to this RFP will be posted on the GOC web site ([www.goc.maryland.gov](http://www.goc.maryland.gov)) and through eMaryland Marketplace. Amendments or addenda made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments or addenda to this RFP issued before the proposal due date must accompany the Proposal in the transmittal letter accompanying the Technical Proposal. Acknowledgement of the receipt of amendments or addenda to the RFP issued after the proposal due date shall be in the manner specified in the amendment or addendum notice. Failure to acknowledge receipt of amendments or addenda does not relieve the Offeror from complying with all terms of any such amendment or addendum.

## **1.8 CANCELLATIONS; DISCUSSIONS**

GOC, on behalf of the Children's Cabinet, reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. This may be followed by submission of Offeror-revised proposals and a BAFO. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received, without prior discussions or negotiations.

## **1.9 ORAL PRESENTATIONS**

Offerors may be required to make oral presentations to State representatives. Representations made by an Offeror during the oral presentation must be reduced to writing within one day of presentation. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations, if any.

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour of presentation time, followed by an opportunity for questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations, if any.

If needed, oral presentations will be scheduled during the review period, which is anticipated to be Monday, March 19, 2012. Presentations will be held at the Governor's Office for Children, 301 W. Preston Street, 15<sup>th</sup> Floor, Baltimore, MD, 21201, in Conference Room 3.

The office is within one block of the metro and light rail stations. Go to [www.mtmaryland.com](http://www.mtmaryland.com) for information on public transportation.

### Driving Directions:

*From 95:* Take Exit 53 for 395 South. Follow Signs for Martin Luther King, Jr. Blvd. Take Martin Luther King, Jr. Blvd to the light at Eutaw Street. Turn left onto Eutaw Street. Turn Right onto Preston Street. The

building will be on the right.

*From 83:* Take Exit 4 for St. Paul Street. Turn Right onto St. Paul Street. Turn Left onto Chase Street. Stay on Chase Street across Howard Street as it turns into Martin Luther King, Jr. Blvd. Turn Right on Eutaw Street. Turn Right onto Preston Street. The building will be on the right.

Metered parking is available on the streets surrounding the State Office Building and in a pay parking lot across the street.

#### **1.10 INCURRED EXPENSES**

GOC will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

#### **1.11 PROTESTS/DISPUTES**

Any protest or dispute related, respectively, to this RFP or the resulting Contract will be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **1.12 ALTERNATE PROPOSALS**

Alternate proposals will not be accepted.

#### **1.13 ACCESS TO PUBLIC INFORMATION ACT NOTICE**

An Offeror should give specific attention to the clearly marked identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed. (See COMAR 21.05.08.01.)

#### **1.14 OFFEROR RESPONSIBILITIES**

The selected Offeror will be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

#### **1.15 MANDATORY CONTRACTUAL TERMS**

By submitting an offer in response to this RFP, the Offeror, if selected for award, is deemed to have accepted the terms of this RFP and the form of the Contract, included as Attachment A. Any exceptions to this RFP or the form of the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to any of these terms may be rejected.

### **1.16 PROPOSAL AFFIDAVIT**

A completed Bid/Proposal Affidavit must accompany the Proposal. A copy of this Affidavit is included as Attachment B of this RFP.

### **1.17 CONTRACT AFFIDAVIT**

All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within ten (10) business days after notification of the proposed Contract award, and shall be executed by the same authorized representative who executes the bid/proposal affidavit.

### **1.18 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation (DAT), State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. Failure to complete registration with the DAT may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

### **1.19 FALSE STATEMENTS**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

1. Falsify, conceal, or suppress a material fact by any scheme or device;
2. Make a false or fraudulent statement or representation of a material fact; or
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

### **1.20 PURCHASES BY NON-STATE OF MARYLAND GOVERNMENTS OR GOVERNMENT AGENCIES**

County, municipal, and other non-State governments or government agencies within the State of Maryland may at the discretion of GOC, on behalf of the Children's Cabinet, purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State of Maryland governments or government agencies: (1) shall constitute Contracts between the Contractor and that government or agency; (2) shall not constitute purchases by the State or State agencies under this Contract; (3) shall not be binding or enforceable against the State; and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State of Maryland agency.

### **1.21 PAYMENT BONDS**

Each successful Offeror must submit a Payment Bond (Attachment H) in the amount of the value of the Contract for the duration of the Contract. The cost of these bonds, or other suitable security as described in



COMAR 21.06.07, is to be included in the total prices proposed and will not be recoverable as a separate cost item. The Payment Bonds, or other suitable security, shall be delivered to the State by the successful Offeror within five (5) business days after being notified of the proposed contract award.

#### **1.22 SURETY BOND ASSISTANCE PROGRAM**

Small businesses may qualify for assistance in obtaining bid, performance, and payment bonds through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA directly issues bid, performance, and payment bonds up to \$5 million. MSBDFA may also guarantee up to 90% of a surety's losses resulting from a contractor's breach of a bid, performance, or payment bond (up to a maximum of \$1,350,000). Bonds issued directly by the MSBDFA Surety Bond Program remain in effect for the term of the Contract. To be eligible for MSBDFA bonding assistance, an applicant must (1) have its principal place of business in Maryland or be a Maryland resident; (2) first be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bond application to MSBDFA; (3) employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually; (4) subcontract not more than 75% of the work; (5) have a reputation of good moral character and financial responsibility; (6) demonstrate that the Contract will have a substantial economic impact; and (7) never have defaulted on any loan or financial assistance made or guaranteed by MSBDFA. Applicants must apply for MSBDFA assistance through their respective bonding agents. Questions regarding the bonding assistance program should be referred to:

Maryland Small Business Development Financing Authority  
c/o Meridian Management Group, Inc.  
826 E. Baltimore Street  
Baltimore, Maryland 21202  
Phone: (410) 333-2548 FAX: (410) 333-2552  
[mmgdeal@mmggroup.com](mailto:mmgdeal@mmggroup.com)

#### **1.23 ELECTRONIC FUND TRANSFER**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment E). Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

#### **1.24 DURATION OF THE CONTRACT**

The Contract term will be from June 1, 2012 through June 30, 2014, with three (3) renewal options. The first option to renew will be for a period from July 1, 2014 through June 30, 2015. The second option to renew will be for a period from July 1, 2015 through June 30, 2016. The third option to renew will be for a period from July 1, 2016 through June 30, 2017. The exercise of any option to renew shall be recommended by GOC, on behalf of the Children's Cabinet in its sole discretion, and is subject to the approval of the Maryland Board of Public Works.

## **2.0 BACKGROUND**

### **2.1 MARYLAND'S CHILDREN'S CABINET AND THE GOVERNOR'S OFFICE FOR CHILDREN**

The Children's Cabinet coordinates Maryland's child- and family-focused service delivery system by emphasizing prevention, early intervention, and community-based services for all children and families. The Children's Cabinet includes the Secretaries from the Departments of Budget and Management (DBM), Disabilities (MDOD), Health and Mental Hygiene (DHMH), Human Resources (DHR), and Juvenile Services (DJS), as well as the State Superintendent of Schools for Maryland State Department of Education (MSDE), and is chaired by the Executive Director of GOC. GOC staffs the Children's Cabinet, administers interagency funds, provides technical assistance, and oversees the Local Management Boards (LMBs).

### **2.2 SYSTEMS OF CARE**

Maryland's Children's Cabinet is actively implementing Systems of Care (SOC) for children with behavioral health and intensive needs. SOC has been defined as "a comprehensive spectrum of mental health and other necessary services which are organized into a coordinated network to meet the multiple and changing needs of children and adolescents ...and their families" (Friedman & Stroul, 1986, p.3).

SOC embodies the fundamental principle that children and youth have the greatest opportunity for normal, healthy development when ties to the community and family are maintained. The Children's Cabinet seeks to support children and youth with emotional and/or behavioral challenges and needs, and their family/caregivers by providing them with behavioral healthcare services and complementary services and supports appropriate to their needs, at the appropriate level of service and for the appropriate length of time. The Children's Cabinet believes that children, youth and families should have access to necessary services and supports in the least restrictive, most appropriate, and most effective environment possible. Therefore, through organized SOC, the Children's Cabinet is committed to providing services and supports that are:

- Individualized, reflecting a continuum of services and/or supports, both formal and informal, based on the unique strengths of each child or youth and their family/caregivers;
- Provided in the least restrictive, most natural setting appropriate to meet the needs of the child, youth and family;
- Family-driven and child/youth-guided, with families, children, and youth engaged as active participants at all levels of planning, organization and service delivery;
- Community-based, coordinated and integrated with the focus of services, management and decision-making responsibility resting at the community level;
- Culturally and linguistically competent, with agencies, programs, services and supports that are responsive to the cultural, racial and ethnic differences of the populations they serve;
- Protective of the rights of children or youth and their family/caregivers; and,
- Collaborative across child- and family-serving systems, involving mental health, child welfare, juvenile services, education, substance abuse, developmental disabilities, somatic health and other system partners who are responsible for providing services and supports to the target population.

It is within a SOC that Wraparound, a service delivery process that is premised upon the individual strengths and needs of each child, adolescent, and family, is often delivered at the front-line practice level. In this model, the Child and Family Team (CFT) is held accountable to the family, team members, participants, and the public for achieving the goals of the plan of care (POC).

Maryland recognizes that families are on a continuum of coping based on strengths, life circumstances, and individual histories, and need different types of services, supports and interventions along that continuum. To date, Maryland's SOC efforts have included two primary structures: (1) Local Access Mechanisms (LAMs) for access to cross-system information and referrals to available community services and support in navigating services and resources, which may include family or systems navigators; and, (2) intensive care coordination delivered through CMEs using a high-fidelity Wraparound practice model with family support partners.

The Children's Cabinet has funded statewide CMEs using intensive care coordination with a high-fidelity Wraparound practice model through a contract since FY2010. CMEs manage care for high utilizing populations of children and youth who typically are involved with multiple systems and are in or at high risk for out-of-home placements. With this RFP, the Children's Cabinet intends to continue its Statewide efforts relating to intensive care management and high-fidelity Wraparound.

**The guiding principles of Systems of Care as set forth in this Section 2.2 and Wraparound Section 2.3 below and Appendix D shall direct the performance of the Contractor's responsibilities under the Contract.**

### **2.3 WRAPAROUND**

Offerors are expected to be familiar with, support, and promote the principles of high-fidelity Wraparound and to participate in the Wraparound Fidelity Assessment System to ensure that the provision of Wraparound services and supports are delivered in accordance with the National Wraparound Initiative's model (See Bruns, Walker, & The National Wraparound Initiative Advisory Group, 2008).

The CME shall follow the high-fidelity Wraparound process, beginning with the phases of Wraparound as defined by the National Wraparound Initiative (see Appendix D). The CME is one vehicle through which Maryland intends to advance its SOCs and, as such, there are additional principles, values, and guidelines that are supported by the Children's Cabinet and must be reflected in the work of the CME:

- The delivered services must be coordinated with physical health care, substance abuse treatment and developmental disability treatment needs;
- The delivered services must be collaborative across the child- and family-serving systems, involving mental health, child welfare, juvenile justice, education, substance abuse, developmental disabilities, somatic health, and other system partners who are responsible for providing services and supports to the target population;
- Resources must be maximized to the greatest possible extent, including using services that are available without charge, covered by applicable insurance (private or public) and leveraging federal funds;
- Evidence-Based Practices shall be incorporated and supported to the extent that they are appropriate to meet the child's and family's individualized POC;
- Both the quality and the cost of care must be recognized as important and inter-related. Unnecessary dollars spent on one child deprives another child of needed services. Dollars withheld inappropriately in the interest of "cost savings" impedes quality and increases cost pressures in other parts of the system (such as emergency rooms and detention). CMEs will be expected to manage the cost and quality of care for children served;
- People do not fail; plans fail. When a plan is not working, it shall be re-evaluated and redesigned to more effectively meet the needs of the child and family; and,

- One plan, one family. Families shall not have multiple plans of care; the POC shall be comprehensive across life domains.

The life domains used in Maryland to support comprehensive, individualized, strengths-based care planning are family; home; emotional/psychosocial; social/recreational; educational; vocational; safety/crisis; cultural/spiritual; medical; and, legal.

Additional requirements to compliment the phases of Wraparound can be found under the Scope of Work section of this RFP, Section 3.0.

## **2.4 CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS)**

The Child and Adolescent Needs and Strengths (CANS) is an assessment instrument that Maryland has selected to use as a functional assessment, care planning, and outcomes monitoring tool. The CANS can be used as a decision-support tool during care planning as well as a quality assurance or outcomes monitoring tool. Most importantly, the use of such a tool creates a common language to communicate what is going on in a family's life and what needs to happen in order to make progress (Lyons, 2007). While additional assessment or screening tools may be required for particular populations of children and youth, all children and youth served by the CME shall be assessed using the CANS.

The CANS is administered by an individual who has been certified to use the tool. The CANS shall be completed with the family and child/youth and, as appropriate, other members of the CFT. The CANS shall be re-administered at least every three (3) months or when a significant change has occurred with the family or child/youth. The CANS shall be used to help identify strengths of the child/youth and family as well as those areas where there is a particular need. These strengths and needs shall be incorporated into the care planning process and the development and implementation of the POC.

Training on the CANS is available free-of-charge, either online at <http://www.cans.umaryland.edu> or in-person. CANS certifications are valid for one (1) year, at which point individuals must be re-certified.

## **3.0 SCOPE OF WORK**

### **3.1 CARE MANAGEMENT ENTITY**

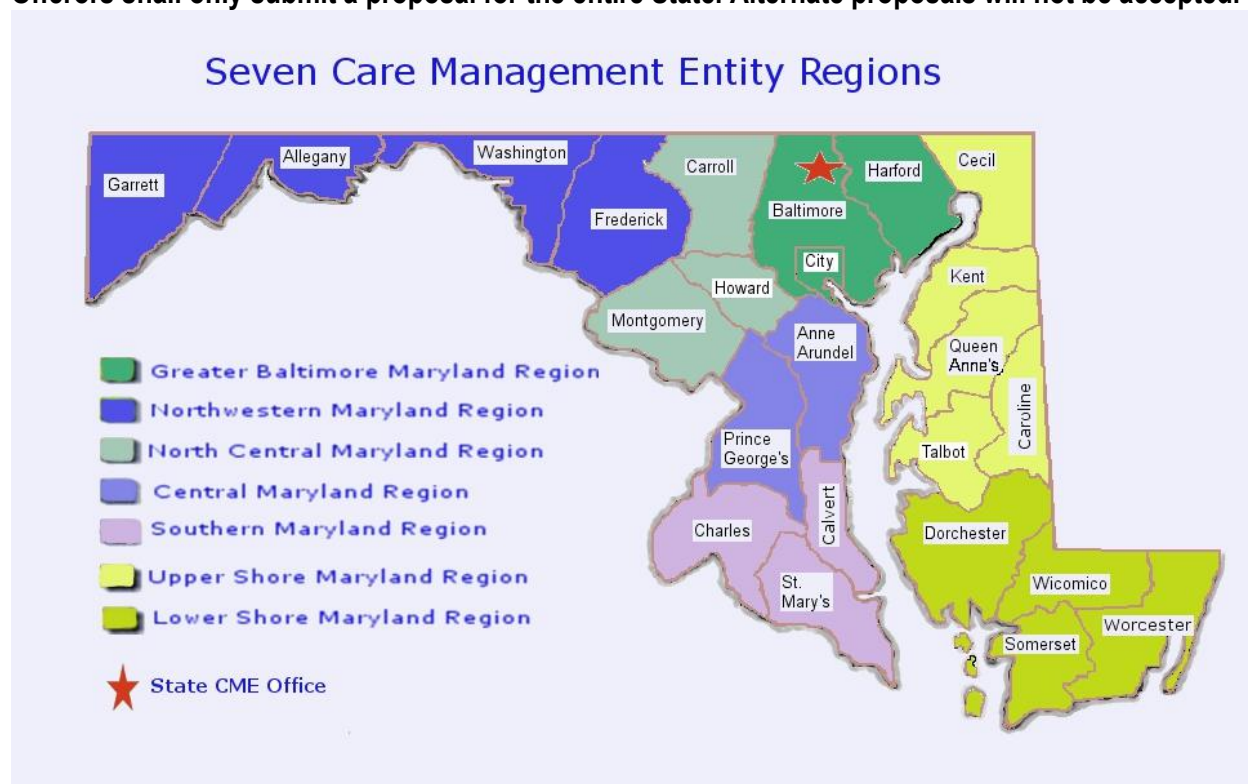
It is the intention of the Children's Cabinet to award one Contract as the result of this RFP to cover seven (7) regions, which are as follows:

- **Greater Baltimore Maryland Region** (Baltimore City, Baltimore County and Harford County). The State CME headquarters shall be located within this region.
- **North Western Maryland Region** (Allegany County, Frederick County, Garrett County and Washington County)
- **North Central Maryland Region** (Carroll County, Howard County and Montgomery County)
- **Central Maryland Region** (Anne Arundel County and Prince George's County)
- **Southern Maryland Region** (Calvert County, Charles County and St. Mary's County)
- **Upper Shore Maryland Region** (Cecil County, Caroline County, Kent County, Queen Anne's County and Talbot County)
- **Lower Shore Maryland Region** (Dorchester County, Somerset County, Wicomico County and Worcester County)

The CME headquarters shall be located in an area that is easily accessible to children, youth, and families, minimizing transportation barriers whenever possible.

Because the bulk of the work is generated in the field, Care Coordinators and Community Resource Specialists shall be based in the field and shall have available work space in various locations as needed. Such alternative locations may include, but are not limited to State Telework Centers, LMB offices, State and County offices, etc. The CME headquarters shall accommodate only the executive staff as well as any office and administrative support staff. The office space may include a small conference room with capacity for no more than fifteen (15) people. If larger space is needed for trainings and meetings, the CME shall partner with State and local agencies, LMBs and other stakeholders to secure meeting space. CFTs shall be held at the family's home whenever possible or in space in the community as directed by the family. The CME Executive Director and Clinical Supervisor(s) shall provide staff supervision in the field, minimizing the time Care Coordinators are expected to travel to the main office.

**Offerors shall only submit a proposal for the entire State. Alternate proposals will not be accepted.**



Contractors shall be required to partner with the child- and family-serving agencies in each jurisdiction in the implementation and ongoing quality assurance of the CME.

Offerors' proposals shall demonstrate the efficiencies that can be achieved by serving the entire geographic area.

All geographic areas and target populations identified in this RFP shall be served by the CME. GOC, on behalf of the Children's Cabinet, may choose to add or modify additional populations, as appropriate and agreed to by the Contractor in writing.

### **3.2 POPULATIONS TO BE SERVED**

The Children's Cabinet is seeking a CME to serve various populations of children and youth with intensive needs across the State. By definition, these children and youth have involvement with multiple systems and have complex needs. Therefore, it is understood that there may be some overlap between populations for a particular child, youth, or family. However, the populations outlined below are described discretely due to the funding source limitations.

The populations and geographic distribution of services and supports have been determined by the individual funding agencies in concert with GOC, on behalf of the Children's Cabinet. Not every population of children and youth will be served by the CME in every jurisdiction or region.

State and federal regulations govern several of the populations outlined below. The CME shall be required to be familiar with and maintain compliance with these regulations, which may be amended during the Contract term.

#### **3.2.1 DHR Out-of-Home Placement Diversion**

Directly aligned with the Children's Cabinet SOC efforts is the Department of Human Resources' (DHR) Statewide Place Matters initiative, which promotes safety, family strengthening, permanency and community-based services for children in the child welfare system in the least restrictive settings. As part of its Place Matters child welfare reform initiative, DHR seeks to develop an individualized, family-centered effort to strategically transition appropriate children and youth from group care settings into family care to achieve permanency. This effort is grounded in a set of concepts embodied in family-centered practice, such as involving families in all decisions that impact their children; ensuring the safety, permanency, and well-being of all children; involving children and youth in all decisions that impact their lives; and, providing individualized, culturally-responsive community based services.

The basic principle behind Place Matters is that every child deserves to grow up in a family where s/he can thrive. As a result of the Place Matters initiative, DHR has been successful in reducing the number of children in out-of-home care by more than 25% since 2007. This reduction is largely due to a focus on achieving permanency for children and youth in foster care.

DHR makes an effort to safely divert children from entering foster care through the provision of in-home services. Often this means the family will identify a relative with whom the child can safely reside. Moreover, DHR has reduced its reliance on group care by more than 50% since 2007. More than 75% of children/youth in foster care are in a family setting.

To assist DHR in ensuring that children in the child welfare system are served in the most appropriate least restrictive setting, the CME through this RFP shall serve youth who are being:

- Diverted from a Voluntary Placement Agreement (VPA) to prevent out-of-home placement;
- Diverted from a group home;
- Diverted from out-of-home placement; or
- Reunified with family.

At the time of referral, eligible children/youth for VPA Diversion shall:

- Have a documented developmental disability or mental illness;
- Be at risk of out-of-home placement in order to obtain treatment directly related to the documented disability;
- Have parents or guardians who are unable to provide needed treatment; and,

At the time of referral, eligible children/youth for group home diversion shall:

- Have documented community-based services needs beyond that which the LDSS can provide in order to maintain the family placement setting;
- Be residing in a family placement; or,
- Are being stepped down to an identified public foster family placement with thirty (30) days of referral.

At the time of referral, eligible children/youth for out-of-home placement diversion shall:

- Have been identified as at-risk of out-of-home placement;
- Have documented community-based services needs that require additional coordination beyond that which the LDSS can provide to stabilize the child/youth at home or with relative; and,
- Have an active in-home service case.

At the time of referral, eligible children/youth being reunified with family shall:

- Have the permanency plan of reunification;
- Have a date of return home within sixty (60) days from the date of referral; and,
- Have documented community-based services needs that require additional coordination beyond that which the LDSS can provide to stabilize the child/youth at home.

The youth also must either:

- Not be eligible to be served under 1915c Waiver, 1915i Medicare State Plan Amendment, or Systems of Care Grant funds; or
- There must be no slots available to serve the youth under these funding streams at the time of application to the CME.

Referrals to the CME for DHR Out-of-Home Placement Diversion services shall come from DHR or DSS staff based on the above-referenced criteria. DHR and DSS staff are responsible for indicating if a child/youth is at risk of out-of-home placement and the child/youth has community-based service needs that are beyond what LDSS can provide.

The CME shall provide community-based services to eligible children and youth in accordance with the Contract. These services shall include care coordination to support the child/youth and his or her family. For out-of-home placement and group home diversion cases, the CME shall support the delivery of services identified in the referring LDSS' service plan. The LDSS shall share with the CME within ten (10) days of the referral any family or child assessments completed to include the most recent CANS assessment.

A crisis plan shall be developed at the first face-to-face meeting of the CME and the family, to include services and supports that will be made available to assist in stabilizing the child and family and prevent crises. This plan shall be reviewed and discussed with the referring LDSS staff who are part of the CFT.

The CME shall ensure development of an initial plan of care within the first thirty (30) days in collaboration with the family, child, youth, DSS case worker, and staff of any other child-serving agencies involved with the child or youth, at a minimum. The POC shall be comprehensive, individualized, and strength-based and address the identified needs of the child/youth and family. A copy of the initial POC (and all updates) shall be provided to the LDSS case worker to be maintained in the child/youth's case record. Services can be provided to a family up to twelve (12) months, but must be reapproved by DHR/LDSS after six (6) months.

### **3.2.2 DJS Out-of-Home Placement Diversion**

Through this RFP, the Department of Juvenile Services (DJS) is seeking a CME to serve youth ages 12-19 who are:

- Re-entering the community after an out-of-home placement (in-State and out-of-State); or
- Who have been identified by a DJS-appointed gatekeeper to be at-risk for an out-of-home community residential placement (group home). This population will include youth who have been through adjudication and may be in pending-placement status in a detention facility or in the community.

The youth also must either:

- Not be eligible to be served under 1915c Waiver, 1915i Medicaid State Plan Amendment, or SAMHSA Systems of Care Grant funds; or,
- There must be no slots available to serve the youth under these funding streams at the time of application to the CME.

The CME shall provide care coordination services each year to approximately 75 youth throughout the State.

DJS may require the CME to serve up to 10% more youth than the figures outlined above, based on average length of stay and other factors. Youth will be referred to the CME by DJS staff, with the determination that the youth are eligible based on the criteria outlined above made by DJS. These youth shall be served in the community in a family setting. If the youth have not been transitioned out of a group home or other facility by the point of referral to the CME, the CME, in conjunction with DJS, will have sixty (60) days in which to transition the youth to a family setting. DJS will not refer youth to the CME who are unable to be served in the community for safety reasons or who do not have any viable family living arrangements. These youth are expected to be served for six (6) to nine (9) months, with a maximum length of service of twelve (12) months under certain circumstances with prior written approval received from DJS gatekeeper prior to the start of the ninth (9th) month of service.

### **3.2.3 RTC Waiver**

Maryland is participating in a federal Center for Medicare & Medicaid Services (CMS) 1915(c) Psychiatric Residential Treatment Facility (PRTF)<sup>2</sup> demonstration waiver project whose purpose is to provide home- and community-based services for children and youth ages 6-21 who, absent the waiver, would require placement in a Residential Treatment Center (RTC). This is a five-year waiver, beginning in Federal Fiscal Year 2008 (October 1, 2007) and ending on September 30, 2012. Participants come from all jurisdictions that have the required waiver services available.

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<sup>2</sup> PRTF is the same as an RTC in Maryland.



All services are fee-for-service through the Maryland Medical Assistance Program, and all waiver participants have access to all services that are a part of the regular public mental health system (PMHS), as well as the public somatic health system. There are seven (7) waiver services that are available (with Medicaid reimbursement) *only* to waiver participants: in-home respite; out-of-home respite; caregiver peer-to-peer support; youth peer-to-peer support; experiential and expressive behavioral services; family and youth training; and, crisis response and stabilization services.

The CME shall serve all waiver participants for a maximum of two (2) years, with a re-evaluation of medical eligibility at twelve (12) months or more frequently if needed. If the child/youth is found eligible and enters the waiver, the CME shall provide intensive care coordination for the child/youth and family and shall assist in resource development.

There are a limited number of slots in the waiver, with a maximum of 210 unduplicated participants across all jurisdictions. The capacity of the waiver is contingent upon the availability of funds, with 50% of the slots reserved for children/youth who are Community Medicaid and MCHP eligible and 50% reserved for children/youth who are not in the custody of the State.<sup>3</sup>

MHA within DHMH is the operating agency for the waiver. Daily project management and evaluation for the waiver is conducted by the University of Maryland. The Office of Health Services, which is located in the Single State Agency for Medicaid, DHMH, is responsible for oversight of the waiver and ensuring compliance with federal laws and regulations relating to the operation of the waiver. Regulations governing the waiver are located in COMAR 10.09.79 and 10.21.10.

Note: The RTC Waiver is a five-year demonstration project. Unless Congress authorizes CMS to continue the waiver beyond the stated term, new referrals to this funding stream will not be accepted after September 30, 2012. Children and youth enrolled prior to September 30, 2012 will be served the maximum two (2) years, if they continue to meet the RTC eligibility requirements. The number of children enrolled will decrease in the two year period. GOC will keep the Contractor apprised of the situation as it pertains to this population.

#### **3.2.4 MD CARES (SOC Grant)**

In September 2008, the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) awarded Maryland a Children's Mental Health Initiative Cooperative Agreement, commonly referred to as a SOC grant award (see SAMHSA RFA No. SM-08-004). Maryland's project, entitled Maryland Crisis and At Risk for Escalation diversion Services for children (MD CARES), cements a cross-agency partnership that blends family-driven, evidence-based practices within mental health and child welfare to better serve children, youth and families involved in the State's foster care system.

Service dollars awarded under this cooperative agreement are targeted to the neighborhoods in Baltimore City, where the majority of the children, youth and families in foster care reside. The service focus of this initiative is the care management and treatment of children and youth in the Baltimore City foster care system, at the point of initial diagnosis of serious emotional disturbance, in order to prevent out-of-home placement or disruption in current placement when the disability is expected to last in excess of one year.

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<sup>3</sup> These reserves are not mutually exclusive.

DHR is implementing Statewide application of Maryland's Family Centered Case Practice Model. The implementation of Family Team Meetings is a core component of family-centered practice models. Family Team Meetings will be convened by the local departments of social services when:

1. A child is at imminent risk of removal from home and entry into foster care;
2. There appears to be a need for change in placement; and/or
3. There appears to be a need for change in the permanency plan.

These meetings will involve birth parents, extended family members and other participants who play a key role in the child's life. Throughout this process, family members will be engaged from a strength-based perspective.

By referring children and youth to the CME from the Family Team Meetings, MD CARES combines the best practices within both mental health and child welfare through the application of the Wraparound service delivery process for children and youth who have been identified during DHR Family Team Meetings to have serious mental health needs and require community support services in order to:

1. Avoid initial foster home placement;
2. Stabilize the initial placement to avoid disruption in placement; and/or
3. Divert from higher-level placement or group care.

The CME shall provide care coordination services to up to forty (40) MD CARES children and youth at a time for an average of fifteen (15) months with a projected total of three hundred forty (340) children and youth throughout the project. Through a solid infrastructure and carefully planned Statewide strategies, MD CARES also brings the foster care model developed in Baltimore City for Statewide implementation.

#### Eastern Shore Systems of Care Grant: RURAL CARES

Talbot County was awarded a SAMHSA Systems of Care grant for the Eastern Shore of Maryland (Caroline County, Cecil County, Dorchester County, Kent County, Queen Anne's County, Somerset County, Talbot County, Wicomico County, and Worcester County) (RFA SM-09-002). If Talbot County chooses to, the Contractor shall enter into a Contract with Talbot County to serve this population on the Eastern Shore. This grant is modeled on the MD CARES Systems of Care Grant in Baltimore City, with the same general target population as outlined above.

### **3.2.5 Interim Case Service Account**

Children served by the Interim Case Service Account (ICSA) have developmental delays and/or serious emotional disturbance and require intensive services. This population is being served in the least restrictive level of care possible. There will be no new ICSA referrals; the CME shall serve the remaining five (5) children, youth and their families until the child/youth age-out of the program in 2014.

### **3.3 ACCESS TO SERVICES**

An Offeror may not offer to serve only a particular segment of the State or population. The CME shall serve all geographic areas and target populations identified in this RFP within the State, with additional populations added or modified as appropriate and agreed upon by both parties in writing.

#### **3.3.1 ALLOCATION OF FUNDS**

Projections are based upon the combination of jurisdictions and were developed for the purposes of this RFP. Offerors will use these projections to construct the proposed budget. The projections below refer to the number of children/youth active per population on any given day, after the initial start-up period. For

budgeting purposes, Offerors will use these projections for each of the two (2) Contract years, as well as the three (3) one-year options renewal options. There is expressly no representation, guarantee or warranty by the State that these projections will reflect the actual number of children/youth to be served under the Contract.

### **Total Projections for Contract Year 1:**

All children and youth shall be served on a first come, first served basis, using specific eligibility criteria. The number of children and youth who can be served across populations and funding sources (*i.e.*, the number of program “slots”) will be based on 1) the amount of funding available for each population and 2) the extent to which the CME has reduced the cost per child/youth served over historical costs for the target population. GOC, on behalf of the Children’s Cabinet, will maintain a reserve amount in the Children’s Cabinet Interagency Fund for emergency uses.

<b>DJS Out-of-Home Placement Diversion</b>	75 slots
<b>DHR Out-of-Home Placement Diversion</b>	75 slots
<b>MD CARES</b>	40 slots (will decrease over time)
<b>RTC Waiver</b>	~200 slots (will decrease over time)

### **Contract Year 2 and Renewal Years:**

At the start of each Contract year, funds will be allocated to the CME appropriation. Across all populations, children and youth who were in service at the end of the prior Contract year shall be given priority for continuation of care and services at the start of the new Contract year. GOC, on behalf of the Children’s Cabinet, may maintain a reserve amount in the Children’s Cabinet Interagency Fund for emergency uses.

## **3.3.2 REFERRALS TO THE CME FOR SERVICES**

### **A. DHR Out-of-Home Placement Diversion**

Referrals for the DHR Out-of-Home Placement Diversion population will come from DHR or DSS staff based on the Family Involvement Meeting (FIM). The CME shall serve all children/youth referred to it by DHR or DSS, as long as children/youth meet the eligibility criteria established by DHR/DSS.

### **B. DJS Out-of-Home Placement Diversion**

Referrals for the DJS Diversion population will come from DJS staff. The CME shall serve all youth referred to it by DJS, as long as youth meet the eligibility criteria established by DJS.

### **C. SOC GRANTS**

Referrals for the MD CARES and Rural CARES Systems of Care Grant populations will come from DHR or DSS staff based on the FIM. The CME shall serve all children/youth referred to it by DHR or DSS, as long as children/youth meet the eligibility criteria established by DHR/DSS.

### **D. RTC Waiver**

Referrals for the RTC Waiver may come from anyone, including but not limited to families, prospective participants, agencies, schools, or community members. If an applicant is approved for

the waiver and chooses to enroll, the CME shall serve that child or youth as long as the child/youth meets the eligibility criteria established.

**E. Interim Case Service Account**

There shall be no new referrals.

### **3.4 RESPONSIBILITIES**

#### **3.4.1 ASSESSMENTS**

The CME may be asked to assist the State by conducting assessments of children/youth to determine their ability to be served, in conjunction with the availability of community resources and supports, to move to a less restrictive setting and/or to move to a living environment that is closer to their home. The CME may be asked to work with children/youth who are in out-of-State placements to determine the services and supports that they would need to have in place in order to be served safely, effectively, and appropriately in the community in Maryland.

In such instances, the CME shall activate a CFT to assist the child/youth and his/her family and lead agency in developing a plan of care that includes both formal and natural supports and resources. If the child/youth is placed out-of-State, the CME shall travel to visit the child/youth for a comprehensive assessment, and shall utilize the CANS assessment tool in conjunction with meeting with the child/youth, family, service providers and others as appropriate to identify the strengths and needs of the child/youth and his or her family. The CME shall work in conjunction with the lead agency in accordance with State statute and regulations with regard to the development and implementation of the POC.

Returning children/youth from more restrictive placements and from out-of-State placement is a complicated process. The care coordinators shall be skilled in crisis and safety planning and have access to the community-based services necessary to address the youth's identified needs.

The CME may use discretionary funds (discussed below in Section 3.4.5.3) to cover the cost of the assessments prior to the return of the child/youth from an out-of-State placement, if the child/youth is not covered by private insurance or Medical Assistance or has exhausted his or her benefits for the required assessments. In this instance, the CME must obtain the prior approval of GOC to use discretionary funds to cover the assessments.

The CME shall work with the child/youth and family to develop a provisional plan of care prior to the submission of the completed application packet for the RTC Waiver. The provisional POC must include at least one (1) waiver service and the treatment of the child/youth by a licensed mental health professional. The CME may use discretionary funds (discussed below in Section 3.4.5.3) to cover the cost of the provisional POC, prior to the enrollment of the child/youth in the waiver, if the youth is not covered by private insurance or Medical Assistance or has exhausted his or her benefits for the required provisional POC. In this instance, the CME must obtain the prior approval of GOC to use discretionary funds to cover the development of the provisional POC. (The development of provisional POCs will only apply from July 1, 2012 through September 30, 2012)

### **3.4.2 CARE COORDINATION (DHR Out-of-Home Placement Diversion and DJS Out-of-Home Placement Diversion Populations)**

The CME shall support the child/youth and his or her family by facilitating the CFT, developing and managing the POC in collaboration with the CFT, conducting functional assessments, and completing all required documentation as determined by GOC and the specific agencies. The CME shall support the child- and family-serving agencies which are involved with the child/youth and his or her family to fully participate in the CFT and to meet all agency-specific mandates. The CME shall fully engage the child's school and local school system in the CFT and care planning process. CME staff shall also attend court hearings and support the child's lead agency, including providing all necessary documentation for court.

Once a child or youth is enrolled in the CME, the CME shall assign a Care Coordinator. The Care Coordinator must contact the child/youth and family within seventy-two (72) hours of receipt of a referral and arrange a face-to-face meeting. The face-to-face meeting shall occur within seven (7) calendar days of the initial contact (within ten (10) calendar days after the child/youth is enrolled).

At the first meeting, the Care Coordinator shall work with the family to identify individuals to participate on the CFT, including natural/informal supports and agency staff, as appropriate. The involvement of children and youth in the meetings shall be based on what is developmentally appropriate and individualized to meet the needs of that child or youth. For example, some children or youth may need to leave for periods of time due to anxiety or other needs and others may be too young to sit through an entire meeting.

The CME shall develop a crisis plan that contains initial services and supports to assist in stabilizing the child and family and preventing crises at the first face-to-face meeting. The CANS shall be completed with the child and family within the first thirty (30) days of enrollment and every ninety (90) days after the initial assessment, in partnership with the family and child/youth. In the event that any of these deadlines are not met, the CME shall document contacts and scheduling attempts to demonstrate that every possible effort was made to meet the deadlines within the timeframes required.

The CME shall develop an initial POC within the first thirty (30) days of enrollment. The family (which includes, at minimum, the child/youth, caregiver(s)), and Care Coordinator, must be involved in the development of the initial POC. The development of the POC includes the process by which CFT members identify the vision statement, team mission, strengths, needs, and strategies in creating an individualized POC.

Within the first thirty (30) days of enrollment, the CME shall facilitate the first CFT meeting where the POC will be reviewed and discussed. The POC shall be written and revised collectively by the CFT with specific goals and services tied to the identified strengths and needs of the child and family. The POC shall address all life domains (See Appendix C). The child and family shall be linked to appropriate services and resources within the community to address the specific goals and needs identified. Clear action steps must be articulated, along with the individual responsible for each step. The CFT shall be creative in their partnership with the child and family, and care coordinators shall use visual aids and creative techniques in the facilitation of the CFT process. The POC shall be written in the family's own words and shall not be developed through a self-populating information system.

The POC shall represent the entire Wraparound process. The CME shall update all changes to the POC, including the vision, strengths, needs, and strategies, within five (5) business days of the CFT meeting.

The CFT must meet at least every 30-45 days or more frequently if: 1) the plan is not working, 2) there is a crisis, or 3) there is a sudden change. The agenda for the CFT meetings shall be developed by the family, child/youth and team members and distributed at each meeting.

The CFT shall be used to monitor the effectiveness of the services, with feedback from the child, family, service providers, and other members of the CFT. The Care Coordinator shall manage the POC, including coordinating provision of services. The Care Coordinator shall contact both the youth and his caregiver at least once per week via phone and shall have face-to-face contact with both the youth and his caregiver child/youth and a minimum of two (2) times per month.

If the child's caregiver is not a member of his or her biological family, the CME and Care Coordinator shall work with the child's biological family whenever the child has a permanency plan of reunification or the LDSS or other State Agency has indicated that it is safe and in the child's best interest to do so. The CME shall work with both the child's current caregiver(s) and other caregiver(s) identified in the permanency plan.

In the event that two (2) or more children from the same family are enrolled with the CME, the CME shall assign the same Care Coordinator to work with both/all children/youth, unless there is a compelling reason not to do so (e.g., the family requests different Care Coordinators).

The Care Coordinator shall hold meetings with the family in a location selected by the family. If the Care Coordinator is unwilling to attend a meeting in a location due to safety or privacy concerns, the Care Coordinator must work with the family to identify an alternative location that is satisfactory to both parties. The Care Coordinator shall meet with the family at their home and in the community, not in an office setting, if that is the preference of the family. Meetings shall be scheduled to meet the needs of the family, which may require meetings outside of regular business hours. The CME shall accommodate all reasonable requests by the family members for meeting times (early morning, early evening, and weekend).

The POC shall be reviewed and approved by the Care Coordinator's clinical supervisor. The Provider Network Director shall facilitate linkages to and contracts with community resources. The Care Coordinator shall continue to work with the child, family and team to modify the POC and ensure that the child and family are safe, stable, and meeting their goals. The Care Coordinator is responsible for preparing the family for the transition out of the CME. Transition planning shall commence at the time of enrollment in the CME, with additional emphasis as the termination of services nears. The termination date will depend on both the needs of the family and the eligibility criteria for the population to which the child is assigned. Generally, it is anticipated that the average length of stay with a CME will be sixteen (16) months for most children/youth, with a shorter length of stay for the DJS and DHR Out-of-Home Placement Diversion populations.

The Care Coordinator staff-to-family ratio shall range from 1:9 to 1:11 for the populations identified in this RFP. In addition, clinical supervision and support for Care Coordinators is crucial. Care Coordinator Supervisor to Care Coordinator ratios shall range from 1:6 to 1:8. Care Coordinator Supervisors and Clinical Directors shall not carry or maintain a regular caseload. In the event that Care Coordinator Supervisors are in the position of caseload coverage due to staff loss, the CME shall notify GOC who must authorize this coverage in writing prior to the Care Coordinator Supervisor assuming caseload coverage.

See Appendix F for a flowchart illustrating the interaction between the CME and the child, family and CFT once a child is enrolled in the CME.

### **3.4.3 RESOURCE DEVELOPMENT & PROVIDER NETWORK MANAGEMENT (All populations)**

The CME shall also evaluate the sufficiency of the provider network on an ongoing basis and fill the gaps as appropriate, through the use of discretionary funds to meet the individualized needs identified in each POC (see description of discretionary funds below in Section 3.4.4.3). The CME shall develop a network of clinical and natural supports in the community to address the needs identified in each POC. The CME is expected to work in partnership with the LMB, LDSS, CSA, LSS, and local/regional offices of DJS to determine capacity.

Network sufficiency includes geographic sufficiency, but also an adequate array of home and community-based service providers, culturally and linguistically diverse providers, substance abuse treatment providers, providers who are available on weekends and after-hours, and providers capable of offering Evidence-Based Practices, such as Cognitive Behavioral Therapy. Network sufficiency also includes relationships with natural supports such as faith-based organizations. There is increasing evidence that linking families to natural helping networks leads to improved outcomes and reduced reliance on formal services. Finally, the CME shall develop strong, positive relationships with the local school systems and courts as a part of the development of a strong continuum of care. This is critical to supporting children, youth and families in their communities and ensuring consistency with Individualized Education Programs (IEP). See Appendix G for an outline of the necessary components of a continuum of care.

### **3.4.4 ADMINISTRATIVE FUNCTIONS (All populations)**

#### **3.4.4.1 FAMILY AND CHILD/YOUTH PARTNERSHIP**

Family and child/youth partnership is particularly important for the successful implementation and sustainability of Wraparound and SOC. Family members who have experienced caring for a child with intensive needs and who have been through the system have a unique ability to connect with other families, provide needed information, and assist families to navigate the service delivery systems. Children and youth who have personally experienced the service delivery systems as a consumer have a depth of knowledge and understanding and an ability to connect with child/youth participants that can only come from a peer who has experienced a similar situation.

The CME shall ensure that family support partners and, where appropriate and available, child/youth support partners are available if requested by the child or his family. The CME shall work with the family, child/youth and CFT to make family and child/youth support partners available, based on the POC and the individual preferences of the child/youth and family. The Family Support Partners may, among other activities, help the family acquire skills and knowledge; provide information regarding specific services and the roles of individuals involved in the POC; participate in the development and revision of the participant's POC; coordinate services and community resource linkages; accompany families to meetings or other community resources; and provide assistance for transitioning out of services. Child/Youth Support Partners may, among other activities, help the child/youth acquire skills and knowledge; provide information regarding specific services and the roles of individuals involved in the POC; participate in the development and revision of the participant's POC; coordinate services and community resource linkages; accompany the child/youth to meetings or other community resources; and provide assistance for transitioning out of services.

Family Support Partners (also known as Caregiver Peer-to-Peer Support Providers) must meet the following requirements:

1. Be at least 21 years old;
2. Receive supervision from an individual who is at least 21 years old and has at least three (3) years of experience providing peer-to-peer support;
3. Have current or prior experience as a caregiver of a child with serious emotional disturbance (SED) or a young adult with serious mental illness (SMI); and
4. Be enrolled in the Wraparound Practitioner Certificate Program for Family Support Partners.

Child/Youth Support Partners (also known as Youth Peer-to-Peer Support Providers) must meet the following requirements:

1. Be at least 18 years old;
2. Have experience with State or local services and systems as a consumer who has had emotional, behavioral or mental health challenges;
3. Be supervised by an individual who is at least 21 years old and has at least three (3) years of experience providing peer-to-peer support or working with children/youth, or both; and
4. Complete the following training:
  - (a) Core trainings:
    - (1) Systems of Care 101;
    - (2) Wraparound 101; and
    - (3) Skill Building for Youth Support Partners.
  - (b) Categorized Training Units (TU):
    - (1) 3 TU in Skills Building;
    - (2) 3 TU in Knowledge Development; and
    - (3) 3 TU in Values.

Training for Family Support Partners and Child/Youth Support Partners is available free-of-charge from the Children's Cabinet through the University of Maryland. Training requirements may be revised by GOC on behalf of the Children's Cabinet during the Contract. Family Support Partners and Child/Youth Support Partners will be expected to meet the requirements in effect on the date that they were hired in this capacity.

#### **3.4.4.2 INFORMATION TECHNOLOGY**

The CME must use the State Children, Youth and Families Information System (SCYFIS) or an MIS approved by the State. If the CME elects to maintain its own management information system (MIS), it must do so at its own expense. The CME's MIS shall be secure, web-based and contain individual case records, demographic information, the POC, functional assessments, additional information required to conduct the Wraparound Fidelity Assessment System, and any other components specified in the Contract. If the CME opts to use its own MIS, the system shall have the capacity to track expenditures by service and by child/youth. The MIS must also be able to produce reports on service utilization, authorizations, diagnoses, and other child-specific features at the State and jurisdictional levels, including those reports outlined in this RFP. The MIS must be able to interface with SCYFIS or an MIS approved by the State.

#### **Information Systems Security Policy**

GOC's policy is to adequately protect data and information systems, maintained in any medium, from improper use, alteration or disclosure, whether accidental or deliberate. The CME shall utilize industry best



practices for secure connection to SCYFIS or an MIS approved by the State and ensure protection of data from unauthorized (accidental or intentional) modification, destruction, or disclosure.

At a minimum, the Contractor shall adhere to GOC's security policy and ensure:

1. User end-to-end secured network connections with logon only from a secured environment;
2. Users are prohibited from sharing user accounts;
3. Role-based user access - limiting access to system and information based on job function;
4. Adherence to the GOC information technology data security policies, standards, and procedures when using GOC-managed systems; and
5. Reporting security violations and actual or attempted security breaches affecting the GOC-managed systems.

Additionally, the CME must maintain a website that includes information on the CME's contracted scope of work, contact information for the CME, and resources for families and providers, to include a roster of formal and informal community supports and culturally and ethnically diverse providers by locality. The website must be fully accessible and meet the requirements of Section 508 of the Rehabilitation Act of 1973 as amended and Maryland's Nonvisual Access Provisions, which can be found in COMAR 17.06.02.01-12. (Offerors may refer to [www.doit.maryland.gov](http://www.doit.maryland.gov) for a Nonvisual accessibility checklist as well as a list of frequently asked questions).

The CME is expected to maintain and update as necessary all electronic data systems to be compatible with those of the State and if required, work with GOC, Children's Cabinet agencies, federal, State and local agencies designated by GOC to develop a system for developing protocols for data sharing.

The CME must use a standardized POC format that outlines the child and family's strengths and needs and ties all services and supports to identified goals and is consistent with providing high-fidelity Wraparound.

Should the CME opt to use its own MIS, read-only access shall be provided to the system to GOC staff and/or other agency staff as designated by GOC.

To ensure the security, identity protection, and confidentiality of vital information and data, the Contractor shall not use any off-shore operations to support technology or operations of this Contract. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subcontractors.

#### **3.4.4.3 ADMINISTRATION OF DISCRETIONARY FUNDS**

Discretionary funds are funds used for expenditures in support of the child and family's POC for a child and family receiving services from the CME under the Contract that results from this RFP. All discretionary fund expenditures must be used to support the individualized POC for the child and family and are to be used for reasonable and necessary costs. A reasonable cost is one that, in its nature and amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Necessary costs have been generally determined to be those that are likely to improve outcomes or remediate a particular and specific need identified in the POC.

Unallowable costs include, but are not limited to the following:

1. Alcoholic Beverages;
2. Bad Debts;

3. Contributions and Donations;
4. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
5. Entertainment Costs (Unless specific written approval has been provided in advance by the Clinical Director or Executive Director of the CME for a particular cost that is specifically tied to a need and goal in the POC, including one related to improving relationships or incentivizing particular behaviors);
6. Incentive compensation that does not involve all sources of funding, that does not include the majority of staff, and is not issued pursuant to an agreement or an established plan entered into in good faith between the organization and the employees before the services were rendered;
7. Personal use by employees of organization-furnished automobiles (including transportation to and from work);
8. Fines and Penalties;
9. Goods or Services for Personal Use;
10. Interest on Borrowed Capital/Lines of Credit;
11. Costs of Organized Fundraising;
12. Costs of Investment Counsel/Management;
13. Lobbying;
14. Losses on Other Awards;
15. Renovation/Remodeling and Capital Projects (Unless specific written approval has been provided in advance by GOC on behalf of the Children's Cabinet.)

The CME shall be responsible for managing these funds and ensuring that the funds are used as the funding source of last resort - only for those costs that cannot be covered by any other source and that are vital to the implementation of the POC. The CME must establish a written discretionary fund policy and procedures to ensure accountability and ensure that all discretionary fund expenditures are verifiable. The CME shall revise its policy as needed and communicate the changes in writing to all parties. The CME shall account for all funds used and shall comply with the following requirements:

1. Spending authorization: The CME shall establish three (3) levels of spending authorization with a corresponding dollar amount for each level of discretionary fund purchases. The lowest level of spending authority shall be established for Care Coordinators (Level I), the second authority level for Care Coordinator Supervisors (Level II), and the highest level of authority shall include CME Clinical or Executive Director approval of the expenditure (Level III).
2. Documentation: The CME shall require and ensure the use of a pre-numbered standardized form by all staff to document discretionary fund expenditures. The form shall contain the following:
  - (a) The name of the child/youth and family;
  - (b) The vendor's name and business address;
  - (c) An itemized description of the expenditure;
  - (d) A signature by the caregiver establishing receipt of goods/services (for a Level II or III expenditure);
  - (e) A dated signature line for each level of spending authority; and
  - (f) A statement that precedes each signature line with reads: "The above itemized purchases are necessary and reasonable for the implementation of the plan of care."

If two or more children from the same family are enrolled with the CME, the CME shall manage their discretionary funds in the same manner as with any other participant. While some efficiencies may be

achieved by having two (2) or more children enrolled, there will be other individualized needs for each child that may be addressed through the use of discretionary funds.

#### **3.4.4.4 QUALITY ASSURANCE AND OUTCOMES MONITORING**

The CME shall have a written quality assurance (QA) plan. The Quality Assurance and Data Manager shall be responsible for oversight of the quality assurance plan. The quality assurance plan shall address, at minimum, the following:

1. Health, safety and welfare, including critical incidents;
2. Child/youth and family satisfaction;
3. Complaints and grievances processes;
4. Provider network development and maintenance, including qualifications of providers, contracting, and satisfaction of provider; and
5. Utilization and outcomes management.

The QA plan must describe how key stakeholders (e.g., families and children/youth, providers, State purchasers) will be engaged in QA processes.

The CME shall actively track data and outcomes on the families and children/youth enrolled, as well as the providers with whom it contracts. Generally, the CME shall provide semi-annual reports on services provided and expenditures, broken down by demographics, public child-serving system involvement, and other variables as outlined in the Contract. The CME shall track data with respect to:

1. Population served (with additional attention to race/ethnicity, gender, locality, and involvement in public child-serving systems);
2. Service utilization (patterns and cost, attention to outliers, use of home and community versus restrictive services, patterns by child-serving system and locality);
3. Service quality (use of evidence-based practices, adherence to a family-centered and systems of care approach, inclusion of natural supports in service plans);
4. Cost (total, per child served, and for each of the child-serving systems);
5. Outcomes at the child, program, and system level, to be determined in conjunction with GOC;
6. Family, child/youth and agency experience of the system; and
7. Supports by race, ethnicity, and geography.

The CME shall report on the number of providers with whom it contracts, the types of services and supports offered by these providers, and other service utilization information. The CME shall also report on the use of discretionary funds and analyze data to determine whether there are emerging trends with regard to types of services that are routinely paid for by discretionary funds. This report will help the CME to ensure that discretionary funds are being used only when no other funds are available to meet a particular need, and will enable the CME to report to stakeholders on gaps in the continuum of care.

#### **3.5 PROVIDER RELATIONSHIP DISCLOSURE**

An Offeror must describe in detail any relationship it has with any provider/provider entity (other than standard, non-exclusive service contracts that the Offeror has entered into as part of the development of a provider network) and the structure it will use to avoid conflicts of interest and the appearance of impropriety. The Offeror must disclose any such relationship and submit the justification/structure to GOC for written approval prior to Contract finalization. The Offeror is subject to a continuing requirement to disclose if any such relationship develops during the course of the Contract.

## **4. ADMINISTRATIVE AND CONTRACTUAL REQUIREMENTS AND DELIVERABLES**

### **4.1 CONDITIONS PRECEDENT**

By submitting a proposal in response to this RFP, the Offeror understands and agrees that, if awarded a Contract as the result of this RFP:

- A. The Contract shall be for specific populations and functions, which may be modified and expanded, by written agreement, to include additional populations and functions. These populations and functions will be subject to the same terms and conditions contained in this RFP;
- B. The Contractor shall be financially responsible for any loss resulting from its non-performance of any terms of the Contract;
- C. Because the Children's Cabinet cannot assure that the number of children, youth and families to be served by the CME will remain static, the CME must retain flexibility to serve a larger or smaller population, and there is expressly no representation, guarantee or warranty by the State that the population numbers contained in this RFP will reflect the actual number of children or youth to be served under the Contract;
- D. The Contractor shall comply with State of Maryland and federal laws regarding record retention, privacy and security (State of Maryland Information Technology Security Policy and Standard – copy available at [www.doit.maryland.gov](http://www.doit.maryland.gov)), with compliance to the most stringent of criteria in the event of discrepancies. The Contractor's record retention policy shall include the length of time records are kept, which shall be no less than five (5) years after the completion of the Contract and shall provide for the retention or transfer of records to GOC, on behalf of the Children's Cabinet, upon completion of this Contract;
- E. The Contractor shall have disaster recovery protocols which will include off-site storage of back-up files allowing system restart as well as off-site processing capacity in the event of catastrophic failure at the primary processing site;
- F. The Contractor shall have a disaster preparedness plan which includes the ability to continue operating during State-declared emergencies;
- G. The Contractor shall notify GOC immediately in writing of any liabilities or contingent liabilities that threaten its financial ability to perform the Contract and of any discussions of filing for bankruptcy by it or by any entity which has a financial interest in the CME;
- H. The Contractor shall notify GOC immediately in writing of any critical incidents that affect the health, safety, and welfare of an individual, as well as administrative and quality of care complaints.
- I. The Contractor shall maintain the staff as required by the staffing requirements detailed in this RFP. The Contractor shall submit a plan for replacement of executive level staff (all staff except Care Coordinators) to GOC within ten (10) working days of the notification of the vacancy, and obtain GOC approval in writing for extended vacancies in excess of ten (10) working days;

- J. The Contractor shall maintain financial records pursuant to generally-accepted accounting principles as well as those of the Comptroller of Maryland's General Accounting Division. The CME shall make available and give access to Children's Cabinet agencies, legislative auditors, GOC or its designee, all information, systems and personnel necessary to review its ledgers, bank accounts, policies and procedures in order to assess the appropriateness of the CME's accounting and security systems;
- K. The Contractor shall maintain in writing all of its subcontracts and other agreements affecting its operation as it relates to any Contract resulting from this RFP. The CME shall be responsible for delivering all services regardless of whether or not it subcontracts for that service;
- L. The Contractor shall participate in Wraparound Fidelity Assessment System data collection, including necessary releases to contact participants, and other evaluations, including the submission of CANS, demographic, and functional outcomes data;
- M. The Contractor shall comply with all Maryland and federal statutes and regulations including HIPAA, and all mandatory Contract provisions contained herein;
- N. The Contractor shall have provisions to serve the needs of children, youth and family members with limited English proficiency or who are blind, deaf, deaf/blind and/or hard of hearing. It shall have provisions to serve the needs of non-English speaking callers and individuals who are deaf and hard of hearing by utilizing the Maryland Relay Telephone Service, interpreter services, and Communication Access Realtime Translation (CART);
- O. The Contractor shall permit GOC or their agent to conduct an annual financial audit or an audit at GOC's discretion and shall comply with audit requirements;
- P. The Contractor must use a standardized POC format that outlines the child and family's strengths and needs and ties all services and supports to identified goals and is consistent with providing high-fidelity Wraparound;
- Q. The Contractor must participate in all transition and rollout processes as designed by the State, regions and localities, to include:
  - 1. Assuring that services as described in this RFP (Section 3.0, Scope of Work) are fully operational by June 1, 2012; and
  - 2. Developing a written transfer procedure, subject to written approval by GOC, to assure that individuals receiving services under the current contract as of June 30, 2012, will continue appropriate assessment and care coordination services under this Contract, without interruption to essential services.

#### **4.2 STAFFING REQUIREMENTS**

- A. The Contractor shall provide a written Human Resources and Staffing Plan that describes how the Contractor will maintain the guaranteed minimum staffing level included in the Contractor's proposal to ensure the successful accomplishment of all duties outlined in the Contract, including fiscal and accounting responsibilities. This shall include, but not be limited to, the personnel listed below in Section 4.2.1.

- B. All personnel necessary to carry out the terms, conditions, and obligations of this Contract are the responsibility of the Contractor. The Contractor shall recruit, hire, train, supervise, and, if necessary, terminate such professional, para-professional and support personnel as are necessary to carry out the terms of the Contract.
- C. The Contractor shall collect, maintain and have ready for report the outside employment activities of all employees. Collection will be done upon hiring and then on an annual basis and shall include the employee's name, term of outside employment, outside employer information and a short written job description for outside employment.
- D. The Contractor shall instruct all employees on the need for confidentiality. Each employee must sign and comply with the confidentiality statement provided by the State. The Contractor's employee training program must include instruction on confidentiality and the penalties for failing to comply with confidentiality agreement requirements. The Contractor shall hold the State, GOC and the Children's Cabinet harmless for any liabilities that arise out of a breach of confidentiality on the part of the Contractor's employees. The Contractor's employees shall sign and comply with security agreements for access to the Statewide computer systems and data.
- E. The Contractor shall strive to maintain a diverse staff, reflective of Maryland's diverse populations.
- F. The Contractor shall notify GOC in writing within forty-eight (48) hours of any staffing changes to executive level staff during transition as well as during the term of the Contract. No changes in executive level staff shall be made without prior consultation with GOC. The Contractor shall provide a position control list to GOC monthly, as changes in staffing occur, and as directed by the Children's Cabinet.
- G. The Contractor may subcontract for one or more of the staffing functions outlined in this RFP. However, if the Contractor intends to subcontract, this must be clearly articulated in the proposal submitted, with specific plans for how the contractor will ensure quality of care and maintain administrative authority over the contract.

#### 4.2.1 Minimum Staffing Requirements

- A. The CME must employ an **Executive Director** who is responsible and accountable for all operations of the CME.
- B. The CME must employ a **Chief of Finance** with a degree in accounting who will be responsible for all fiscal operations.
- C. The CME must employ a **Provider Network Director** who is responsible for provider network management and development and who has expertise in developing home- and community-based services and in contracting for services. The Provider Network Director must have a comprehensive understanding of the services and supports (formal and natural) that are part of a continuum of care and how services should be individualized to meet the particular strengths and needs of a child and family. This staff person is primarily assigned to the main office.

- D. The CME must employ one (1) to two (2) **Clinical Director(s)** based on number of children/youth served who:
1. Has a minimum of a Master's Degree;
  2. Is a licensed mental health professional in the State; and
  3. Has completed trainings on Wraparound, crisis planning, system of care, and comprehensive screening and assessment tools, as approved by the Children's Cabinet.
- E. The CME must employ **Care Coordinator Supervisors** who, at a minimum:
1. Have a Master's Degree in a human services field and two (2) years of experience in a human services position;
  2. Have at least one (1) year of experience working in community-based service provision;
  3. Have at least one (1) year of experience working with children, youth and families;
  4. Possess an understanding of child and adolescent development
  5. Have completed trainings on Wraparound, crisis planning, system of care, and comprehensive screening and assessment tools, as approved by the Children's Cabinet.
- F. The CME must employ **Care Coordinators**:
1. Who:
    - (a) Have a minimum of a Bachelor's Degree; and
    - (b) Have enrolled in or completed the Wraparound Practitioner Certificate Program or other equivalent training and certification, as approved by the Children's Cabinet; or
  2. Who:
    - (a) Have a minimum of a high school diploma or equivalency;
    - (b) Are at least 21 years old;
    - (c) Were a participant of or are the direct caregiver or were the direct caregiver of an individual who received services from the public mental health system;
    - (d) Have completed the Family Support Partner Certificate Program or an equivalent training and certification program, as approved by the Children's Cabinet; and
    - (e) Are enrolled in or have completed the Wraparound Practitioner Certificate Program or other equivalent training and certification, as approved by the Children's Cabinet.

**All care coordinators shall be assigned to work in the field and shall not be primarily assigned to the CME main office.**

- G. The CME must employ seven (7) **Community Resource Specialists (one [1] in each region)** who:
1. Have a minimum of a Bachelor's Degree;
  2. Have enrolled in or completed the Wraparound Practitioner Certificate Program or other equivalent training and certification, as approved by the Children's Cabinet;
  3. Have a full understanding of and ability to communicate the services available and their potential benefit, including evidence-based and promising practices;
  4. Are able to link services to specific strengths and needs in order to achieve particular goals; and

5. Will be supervised by the Provider Network Director.

**All Community Resource Specialists shall be assigned to work in the field and shall not be primarily assigned to the CME main office.**

- H. The CME must employ a sufficient number of Care Coordinators to maintain a range from 1:9 to 1:11 Care Coordinator-to-child/youth ratio. The CME must employ a sufficient number of Care Coordinator Supervisors to maintain a range of 1:6 to 1:8 Care Coordinator Supervisor-to-Care Coordinator ratio.
- I. The CME must employ a **Quality Assurance and Data Director** who:
  1. Has a Master's Degree in a human services field;
  2. Has at least one (1) year of research/evaluation experience; and
  3. Is familiar with SPSS or SAS, Microsoft Access, and Microsoft Excel.
- J. The CME must ensure that qualified staff is available 24 hours per day, 7 days per week to address crises and prevent disruptions of service. The CME must ensure that staff maintains flexible work hours to ensure that they are available at times when the families are available, which may include early morning, evening, and weekend hours.
- K. Care Coordinators must complete the Wraparound Practitioner Certificate Program (Program) within two (2) years of initiation in the Program. Those individuals who have started but not completed the Program two (2) years or more prior to the start date of the Contract issued as a result of this RFP will have an additional one hundred eighty (180) days from the start date of the Contract to complete the Program. If, after 180 days, the Care Coordinators have not completed the Program, they shall not be allowed to perform the job responsibilities of the Care Coordinator as outlined in this RFP unless a written exception is made by GOC.

#### **4.2.2 Background Checks**

- A. The CME must comply with the following prohibitions against utilization of staff:
  1. Unless waived by GOC in accordance with Section D below, the CME shall prohibit any Care Coordinators, Care Coordinator Supervisors, Clinical Directors, and the Executive Director of the CME, and any students, interns or volunteers managed by the CME directly with children, youth or their families from working in a position that would allow direct contact with children, youth or their families who:
    - (a) Were convicted of, received probation before judgment, or entered a plea of *nolo contendere* to a felony or a crime of moral turpitude or theft; or
    - (b) Has an indicated finding of child abuse or neglect; and
  2. Prior to permitting any Care Coordinators, Care Coordinator Supervisors, Clinical Directors, and the Executive Director of the CME, and any staff, students, interns or volunteers managed by the CME from working with the children/youth or the child's/youth's family:
    - (a) Ensure that at its own expense all staff, volunteers, students and any individual working directly with children, youth or their families have background checks as set forth below;
    - (b) Review the results of the background checks; and
    - (c) Maintain the background checks in the individual's personnel file; and



3. Maintain written documentation in the individual's personnel file that the Care Coordinators, Care Coordinator Supervisors, Clinical Directors, and the Executive Director of the CME, and any staff, students, interns or volunteers managed by the CME working directly with children, youth or their families, meet these criteria.
- B. Required Criminal Background Checks. For all Care Coordinators, Care Coordinator Supervisors, Clinical Directors, the Executive Director of the CME, and any staff, students, interns or volunteers managed by the CME and working directly with children, youth or their families, the CME shall:
1. Prior to employment submit an application for a child care criminal history record check to the Criminal Justice Information System Central Repository (CJIS), Department of Public Safety and Correctional Services (DPSCS) in accordance with Family Law Article, §5-561, Annotated Code of Maryland; and
  2. Request that DPSCS send the report to:
    - (a) The Executive Director of the CME if the request is from a Care Coordinator, Care Coordinator Supervisor, Clinical Director, volunteer, student, intern, or other staff member; or
    - (b) The CME's Board of Directors, if the individual is the Executive Director of the CME.
- C. Required Check for Abuse or Neglect. For all Care Coordinators, Care Coordinator Supervisors, Clinical Directors, and the Executive director of the CME, and any staff, students, interns or volunteers managed by the CME working directly with children, youth or their families, the CME shall:
1. Prior to employing any individual, submit a notarized Consent for Release of Information/Background Clearance Request form to the DHR or a local Department of Social Services (DSS) in the jurisdiction in which the individual lives pursuant to COMAR 07.02.07.19; and
  2. Request that DHR or the local DSS send the report to:
    - (a) The Executive Director of the CME if the request is from a Care Coordinator, Care Coordinator Supervisor, Clinical Director, volunteer, student, intern, or other staff member; or
    - (b) To the CME's Board of Directors, if the request is from the Executive Director of the CME.
- D. Waiver of Employment Prohibitions. The GOC may waive the prohibition against working with the child/youth or the child's/youth's family if the CME submits a request to the GOC together with following documentation that:
1. For Criminal Background checks:
    - (a) The conviction, the probation before judgment or plea of *nolo contendere* to the felony or the crime involving moral turpitude or theft was entered more than ten (10) years before the date of the employment application;
    - (b) The criminal history does not indicate behavior that is potentially harmful to the child/youth or child's/youth's family; and
    - (c) Includes a statement from the individual as to the reasons the prohibition should be waived; and
  2. For Abuse and Neglect findings:

- (a) The indicated finding occurred more than seven (7) years before the date of the Clearance Request;
- (b) The summary of the indicated finding does not indicate behavior that is potentially harmful to the child/youth or child's/youth's family; and
- (c) Includes a statement from the individual as to the reasons the prohibition should be waived.

#### **4.3 TRAINING REQUIREMENTS**

- A. The Contractor shall develop a written Training and Orientation Plan that describes how the Contractor will implement a comprehensive training and support program for providers, stakeholders and State staff and others as deemed necessary by the Children's Cabinet to gain an understanding of the Contractor operations and MIS to support successful interaction with the Contractor.
- B. The Training and Orientation Plan shall be developed in accordance with SOC principles and all aspects of this RFP, and shall be subject to the review and approval of GOC.
- C. All Care Coordinators and Community Resource Specialists are expected to complete the Wraparound Practitioner Certificate Program offered by the University of Maryland under contract with the State, or an equivalent program if approved by GOC. This training is provided free-of-charge through funding from GOC on behalf of the Children's Cabinet. Therefore, the CME may not use funds provided under this contract to obtain equivalent training elsewhere.
- D. Upon request, the Contractor shall provide data to be used in a presentation at a conference or training for educational purposes. The Contractor may be requested to co-present on the data to support the Children's Cabinet Agency or its designee.
- E. The Contractor shall work with family and/or child/youth advocacy, education, and/or support groups in Maryland, which may include family support organizations and Youth MOVE Maryland, to develop training for all Contractor staff regarding interacting with families and community resources. The Contractor may choose to utilize existing training on this topic that may be available throughout the State.
- F. The Contractor shall thoroughly train its staff on all aspects of the Contractor operations, and shall provide continuous staff development and training.
- G. The Contractor shall assure that all staff shall have sufficient training and understanding of Maryland's SOC and the PMHS, the services available, and the criteria for receiving such services.
- H. The Contractor shall assure that all applicable CME staff and RTC Waiver service providers comply with the training requirements set forth in COMAR 10.09.79 and 10.21.10 and attend any trainings required for the operation of the Waiver.
- I. The Contractor shall have written operational procedures, manuals, forms, and reports necessary for the operation of the CME. This includes a complete set of user and technical manuals, procedure manuals, web-based training and orientation software, DVDs, CDs and any updates necessary for the Contractor operations, database and systems. These materials shall be made available to GOC on behalf of the Children's Cabinet upon request and are subject to the review

and approval of GOC on behalf of the Children's Cabinet. Procedural manuals must be maintained in a current and updated manner so that as staff turnover occurs, new staff can be immediately effective in their job function. Any significant changes in Contractor policies must be approved by GOC on behalf of the Children's Cabinet prior to implementation of changes.

- J. The Children's Cabinet encourages the use of cost effective training modalities such as web-based training, online references and distance learning, wherever such modalities are appropriate and cost effective, as determined by GOC on behalf of the Children's Cabinet.
- K. Additional training requirements for specific program operations are identified in the specific operational areas of the RFP.
- L. All training and technical manuals are deliverables under this Contract.

#### **4.4 ADMINISTRATIVE REQUIREMENTS**

- A. The CME shall use SCYFIS or a management information system (MIS) approved by the State. If the CME elects to maintain an MIS at its own expense, it shall ensure that the MIS is secure, web-based and contains individual case records, demographic information, POCs, functional assessments, the minimum data set forth in Appendix G, additional information required to conduct the Wraparound Fidelity Assessment System, and any other components specified in the Contract.
- B. Should the CME opt to use its own MIS, it shall provide read-only access to their MIS system within thirty (30) days of the contract award to GOC staff and/or other agency staff as designated by GOC.
- C. The CME shall maintain and update as necessary all electronic data systems to be compatible with those of the State and if required, work with GOC, Children's Cabinet Agencies, federal, State and local agencies designated by GOC to develop a system for developing protocols for data sharing;
- D. The CME shall maintain a web site that includes information on the CME's contracted scope of work in the State, contact information for the CME, and resources for families and providers, to include a roster of formal and informal community supports and culturally- and ethnically-diverse providers by locality. The website must be fully accessible and meet the requirements of Section 508 of the Rehabilitation Act of 1973 as amended and Maryland's Nonvisual Access Provisions, which can be found in COMAR 17.06.02.01-12. (Vendors may refer to [www.doit.maryland.gov](http://www.doit.maryland.gov) for a Nonvisual accessibility checklist as well as a list of frequently asked questions).
- E. The physical location of the Contractor's office shall be within the area specified in Section 3.1. However, GOC may instruct the Contractor to open an additional office if GOC determines that the Contractor is unable to effectively perform its duties and responsibilities due to the size, geographic composition, or transportation barriers of a particular area.
- F. The physical office must be in compliance with the Americans with Disabilities Act to ensure that children, youth, families, and community members with disabilities can easily access and utilize the office space. Accordingly, in the event that accommodations cannot be made for a particular individual on-site, the CME shall locate a mutually agreed-upon, appropriate alternative location or

method for the meeting or service provision to ensure that the individual has an equivalent experience.

- G. The Contractor shall have dedicated office space for the activities under this Contract, and employees shall not conduct any business in the dedicated office space other than activities pursuant to this Contract, except upon prior written approval of GOC on behalf of the Children's Cabinet.
- H. Sufficient secure storage for both electronic and hard copy documentation must be provided by the Contractor at the Maryland headquarters of the CME. The CME shall retain case records for at least five (5) years after the child/youth served turns 21 years old.
- I. Contractor shall make available to the State any new features and/or functionalities available to other clients of the Contractor as part of the proposal (at no additional cost to the State).
- J. In order to achieve successful operation of the CME, the Contractor's staff must establish and maintain positive, effective communication and a cooperative working relationship with Children's Cabinet Agencies at the State and local levels, as well as provider agencies. The Contractor shall work directly with the Children's Cabinet Agencies or other agencies identified in the Contract, in addition to GOC, as necessary to fulfill all contractual obligations.
- K. All plans, procedures, materials, and manuals identified in the RFP and the resulting Contract are required deliverables under the Contract. The Contractor shall create any such plan, procedure, materials, or manual within the timeframe specified in this contract. All such plans, procedures, materials, or manuals are subject to the approval of the Children's Cabinet (**Note:** All documents, materials and manuals that need approval shall be submitted to the Contract Monitor or designee. The Contract Monitor shall transmit the documents to the appropriate offices and persons for review and approval by the Children's Cabinet and any approval, rejections or comments on the documents shall be transmitted to the Contractor through the Procurement Officer. This shall be the process whenever this Contract states that an approval is needed from the Children's Cabinet.)

Once such plans, strategies, or other documents identified in the RFP and the resulting Contract are approved, the Contractor shall perform each identified task in each such plan in accordance with the plan. The Contractor shall also perform those tasks in accordance with the timeframe designed by the Children's Cabinet. All decisions to be made by the Children's Cabinet throughout the RFP and the resulting Contract shall be made by the Children's Cabinet in its sole discretion. Once any such plan, strategy, or other document has been approved, the Contractor shall be contractually bound to performance of work as described therein.

- L. All reports, data, materials, and other work products are the sole and exclusive property of the State.
- M. Contractor shall designate an individual employed by the CME who shall serve as a point of contact for the Children's Cabinet on all operational issues throughout the term of the Contract.
- N. Contractor shall participate in any operational meetings required by the State, including meetings with other State agencies. Operational meetings shall be conducted with the Contractor and the

State Contract Manager, at a frequency determined necessary by the Children's Cabinet throughout the term of the contract.

- O. Contractor shall provide advisory services that are necessary to accommodate any new State or federal law or regulation. This may include the development of reports and plans for new work related to new State or federal laws or regulations including proposals to perform the new work. The addition of new work to the Contract shall be added as a Contract amendment in accordance with Part 4, Section 3.8 Prior to the performance of additional work, the Contractor shall describe its approach in writing and obtain written State approval for a work plan and documentation for any program and/or system changes in accordance with Part 4, Section 3.8.
- P. Contractor cannot independently distribute, sell or publish any data, findings, results, etc. resulting from this Contract without prior written approval by the Children's Cabinet.
- Q. Children's Cabinet agencies and GOC shall have reasonable access to appropriate Contractor staff. The Contractor shall be available to attend biweekly, monthly or *ad hoc* meetings with Children's Cabinet agencies, GOC, family and child/youth advocacy groups or providers. The CME Executive Director or a representative approved by GOC shall be available to attend legislative proceedings and testify, if requested by GOC and/or the Children's Cabinet.
- R. Deliverables - A number of implementation and operational deliverables and milestones have been identified throughout the RFP. All deliverables, timeframes and critical milestones must be approved by the Children's Cabinet and all such deliverables are incorporated herein as contractual requirements that the Contractor shall complete.

#### **4.5 POC SERVICE REVIEWS & CONFLICT RESOLUTION**

All POCs shall be reviewed by a Care Coordinator Supervisor and approved by the Clinical Director or another licensed mental health practitioner.

If the CFT includes a PMHS service in the POC for a child/youth that is not authorized by the ASO, the CME shall work with the ASO's care manager to determine the reasons for the service not being authorized. If the child/youth is not eligible for the service based on MNC, the CME and CFT shall work with the ASO's care manager to identify alternative, appropriate services.

At all times, the CME shall strive to have open and regular communication with the ASO and its care managers to ensure that children, youth and their families gain access to the services and supports for which they are eligible and appropriate in order to meet the goals identified in the POC.

The CME shall develop a written conflict resolution process to address conflicts among members of a CFT, particularly those with the members who represent a child- or family-serving agency that has custody of a participant. This process must be consistent with federal and State laws and regulations governing those agencies. The purpose of this conflict resolution process shall be to address conflicts among members of the CFT in a timely and efficient manner that respects the perspectives of all parties, including the child/youth and family and promotes a rapid resolution to the conflict. The conflict resolution process must be submitted to GOC for approval.

#### **4.6 CONSENT FORMS**

The CME shall develop and use consent forms that document the child/youth and family's agreement to participate in services and supports with the CME. Additionally, the consent forms shall enable the CME to communicate with the members of the CFT and share information appropriately with the members to support the POC. The consent form must be updated as necessary to include any new members of the CFT. This form will enable the CME to share CFT minutes, the POC, assessments and other documents with the CFT members. All service providers in the POC are expected to be a part of the CFT. The consent form must be submitted to GOC for approval.

Additionally, the CME shall provide the family with any consent or informational forms required for the evaluations conducted by the University of Maryland for Wraparound Fidelity Assessment System (WFAS) and any other evaluations conducted on behalf of the Children's Cabinet. The CME shall provide the University of Maryland or other entity with the completed forms, contact information and/or other required documentation in the manner prescribed in the evaluation protocol. The CME shall inform the University of Maryland or other Children's Cabinet evaluator when a participant has enrolled in the CME and when a participant has discharged, including the reason for discharge. The CME shall provide this information at least monthly, or in a manner prescribed by the evaluation protocol that is provided by the University of Maryland or other evaluator, based on approved Institutional Review Board protocol, if applicable.

### **5.0 ACCOUNTABILITY**

#### **5.1 AUDITS**

##### **5.1.1 Annual Financial Audit**

- A. The Contractor shall arrange and provide the results of an annual independent audit of financial records under this Contract. The Contractor shall submit to GOC a copy of the Audited Financial Statements and Management Letter within ninety (90) days after the end of each Contract year. If this Contract is included in an audit of an organization with other activities, a separate schedule of revenues and expenses related to this Contract shall be included as part of the audit. The audit shall be conducted in accordance with the applicable standards of the American Institute of Certified Public Accountants and the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- B. The audit is due ninety (90) days after the end of each Contract year.

##### **5.1.2 External Audits**

- A. GOC, State Legislative Auditors, the Office of the Inspector General, and federal auditors may conduct periodic audits or reviews of the CME. The Contractor and the Contractor's employees (including subcontractors) shall provide to audit staff all necessary information and documents requested to carry out the purposes of the audit or review. Such information shall be provided by the requested due date. When additional time is needed, the Contractor shall make a request to the Procurement Officer.
- B. Audits or reviews may include, but are not limited to, reviewing the Contractor's operations and Contract deliverables to ensure compliance with Contract terms (including accuracy of billing and

time study requirements, as discussed in Part 1, Section 5.5 below); system specifications and security requirements; pertinent federal, State, and local laws and regulations; State policies and procedures; and administrative and program documentation.

- C. The Contract Monitor or designee shall require the Contractor to present in writing, within fifteen (15) calendar days after notification of audit findings, a plan for correcting any deficiencies cited as a result of any audit or review.

## **5.2 QUALITY MANAGEMENT REPORTS**

The reports required under this section will be consistent with the requirements set forth above under Quality Assurance and Outcomes Monitoring, in Section 3.4.4.4.

### **A. Monthly Progress Reports.**

The Contractor shall submit monthly reports on the progress of all services provided to each population of children/youth, as outlined above, on a monthly basis. The format of the reports shall be developed by GOC on behalf of the Children's Cabinet in collaboration with the Contractor within the first sixty (60) calendar days after the start of the Contract. The Contractor shall meet with GOC as needed to review these reports and to receive direction to remedy perceived and identified issues. These reports shall include, but are not limited to, the following items, by population and function for the current month:

1. Number of children/youth referred
2. Jurisdiction of child/youth referred
3. Number of children/youth screened eligible for services
4. Number of children/youth enrolled in the CME
  - (a) Total
  - (b) By gender
  - (c) By Age Range (under 6, 6-10, 11-13, 14-17, 18-21)
  - (d) By Race/Ethnicity
  - (e) By Jurisdiction
5. Ratio of care coordinators to children/youth enrolled
6. Average cost per child/youth
7. Highlights of accomplishments
8. Issues of concern

The first report shall be due ninety (90) days after the Contract start date.

### **B. *Ad Hoc* Reports - *Ad hoc* reports may be required by GOC on behalf of the Children's Cabinet.**

### **C. Semi-Annual Reports**

Reports will be required on a semi-annual basis, thirty (30) calendar days after the end of the second quarter of the State fiscal year and thirty (30) calendar days after the end of the State fiscal year. The report format will be developed by GOC on behalf of the Children's Cabinet, in collaboration with the Contractor. The reports will, at minimum, include the monthly progress report data and performance measures developed by GOC.

#### **D. Access to MIS**

The Contractor shall provide GOC, RTC Waiver Project Management and Evaluation Staff, and others as designated with read-only access to case records and plans of care under this within 30 days of the start of the Contract.

### **5.3 PERFORMANCE MEASURES**

The performance measures will be finalized by GOC on behalf of the Children's Cabinet in collaboration with the Contractor within ninety (90) calendar days of the Contract start date. All performance measures will be presented in aggregate and by specific population.

### **5.4 ADDITIONAL ASSESSMENTS & MEASURES OF FUNCTIONING**

The CME shall fully participate in the Wraparound Fidelity Assessment System (WFAS). The CME will be required to report on outcomes in conjunction with the WFAS with the State and its designees in the construction of semi-annual reports. Individual agencies (DJS, DHR, DHMH) may require the CME to use additional screening or assessment tools and, in so doing, will specify a regular timeframe for reporting on the outcomes of these tools in aggregate.

### **5.5 TIME STUDY REQUIREMENT**

The Contractor shall participate in a time study, if requested, to establish the administrative claim by the State to CMS for care coordination. If requested, the Contractor shall meet with GOC within the first thirty (30) calendar days of the request to establish a methodology for the time study.

## **6.0 RESOURCES**

The following are a series of resources for potential Offerors to learn more about Systems of Care, Wraparound, and intensive care management, as well as Maryland's child- and family-serving Agencies. The inclusion of these resources is not meant to be an endorsement of the websites or information contained therein by the Children's Cabinet, and the Children's Cabinet does not ensure the accuracy or validity of the information in these resources.

### **6.1 WEBSITES**

- Federation of Families for Children's Mental Health: [www.ffcmh.org](http://www.ffcmh.org)
- Georgetown University Center for Child and Human Development: <http://gucchd.georgetown.edu/>
- Maryland Coalition of Families for Children's Mental Health: [www.mdcoalition.org](http://www.mdcoalition.org)
- Maryland Child & Adolescent Innovations Institute & Mental Health Institute: [www.medschool.umaryland.edu/innovations](http://www.medschool.umaryland.edu/innovations)
- The National Wraparound Initiative: <http://www.nwi.pdx.edu>
- Research and Training Center for Children's Mental Health: <http://rtckids.fmhi.usf.edu/>
- Portland State University Research and Training Center on Family Support and Children's Mental Health: <http://www.rtc.pdx.edu/>
- Systems of Care, SAMHSA: <http://www.systemsofcare.samhsa.gov/>
- Technical Assistance Partnership for Child and Family Mental Health: [www.tapartnership.org](http://www.tapartnership.org)
- Wraparound Fidelity Index: <http://depts.washington.edu/wrapeval/>
- Wraparound Milwaukee: <http://www.county.milwaukee.gov/display/router.asp?docid=7851>

### **6.2 MARYLAND DOCUMENTS (available at [www.goc.maryland.gov](http://www.goc.maryland.gov))**

- The Maryland Child and Family Services Interagency Strategic Plan (2008)



- Implementation Plan for the Maryland Child and Family Services Interagency Strategic Plan, Updated April 2011
- State of Maryland Report on Out-of-Home Placements and Family Preservation Services (2008). (FY07 Joint Chairmen's Report on Out-of-Home Placements)
- State of Maryland Resource Plan on Out-of-Home Placements. (2007)

### 6.3 CHILDREN'S CABINET AGENCIES

- Department of Budget and Management: [www.dbm.state.md.us](http://www.dbm.state.md.us)
- Department of Disabilities: [www.mdod.state.md.us](http://www.mdod.state.md.us)
- Department of Health and Mental Hygiene: [www.dhmh.state.md.us](http://www.dhmh.state.md.us)
- Department of Human Resources: [www.dhr.state.md.us](http://www.dhr.state.md.us)
- Department of Juvenile Services: [www.djs.state.md.us](http://www.djs.state.md.us)
- Maryland State Department of Education: [www.msde.state.md.us](http://www.msde.state.md.us)
- Governor's Office for Children: [www.goc.maryland.gov](http://www.goc.maryland.gov)
- Governor's Office of Crime Control and Prevention: [www.goccp.org](http://www.goccp.org)

## 7.0 WORKS CITED

Bruns, E. J., Walker, J. S., & The National Wraparound Initiative Advisory Group. (2008). Ten principles of the wraparound process. In E. J. Bruns & J. S. Walker (Eds.), *The resource guide to wraparound*. Portland, OR: National Wraparound Initiative, Research and Training Center for Family Support and Children's Mental Health.

Lyons, J. (2007, January). *Child and Adolescent Needs and Strengths (CANS) Assessment: Decision support, quality improvement, and outcomes monitoring*. Presentation at the CANS Training, Baltimore, Maryland.

Maryland Child and Adolescent Innovations Institute and Mental Health Institute. (2008). *The Maryland care management model: Care coordination using high-fidelity Wraparound to support the strengths and needs of youth with complex needs and their families*. Baltimore, MD: Author.

Pires, S.A. (2002). *Building systems of care: A primer*. Washington, DC: National Technical Assistance Center for Children's Mental Health, Center for Child Health and Mental Health Policy, Georgetown University Child Development Center.

Stroul, B.A., and Friedman, R.M. (1986). *A system of care for children and youth with serious emotional disturbances* (Rev. Ed). Washington, DC: National Technical Assistance Center for Children's Mental Health, Center for Child Health and Mental Health Policy, Georgetown University Child Development Center.

## **PART II**

### **ORGANIZATION OF PROPOSAL**

#### **1.0 Proposal Format - General**

##### **1.1 Two-Part Submission**

Offerors must submit proposals in two (2) separate volumes, which will be separately evaluated:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal but submitted simultaneously to the Procurement Officer at the address listed in this RFP.

An unbound original, so identified, seven (7) paper copies, and one (1) electronic version of each volume shall be submitted.

An electronic version of both the Volume I - Technical Proposal in MS Word format, and the Volume II - Financial Proposal in MS Word or Excel format, shall be submitted. Electronic media should be on CD and shall bear the RFP number and name, name of the Offeror, and the technical or financial volume number (Volume I - Technical or Volume II - Financial).

##### **1.2 Submission**

Each Offeror is required to submit a separate sealed package for each "Volume." Each Volume and each separately sealed package are to be labeled either Volume I-Technical Proposal or Volume II-Financial Proposal.

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page of each Volume shall state "Final Page".

The Offeror shall attach release(s) to its proposal to permit the Procurement Officer, or designee, to query any customer, organization or group for whom it has performed similar services for a confidential evaluation of the services performed.

#### **2.0 Volume I – Technical Proposal**

##### **2.1 Transmittal Letter**

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any amendments or addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements

as stated in this RFP. Only one transmittal letter is needed, and is not required to be bound with the Technical Proposal.

## **2.2 Format of Technical Proposal**

This section provides specific instructions for submission of the Offeror's Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to "map" the RFP requirements directly to Offeror responses by paragraph number:

- The Technical Proposal shall not include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct Subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.
- Inside the sealed package, an unbound original, to be so labeled; seven (7) paper copies; and one (1) electronic version of the Technical Proposal shall be enclosed.

## **2.3 The Technical Proposal shall include:**

### **2.3.1 Title and Table of Contents**

The Technical Proposal must begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal must follow the title page. Information that is claimed to be confidential shall be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential, but just those portions that can reasonably be shown to be proprietary or confidential.

### **2.3.2 Executive Summary**

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."

Warning: Exceptions to terms and conditions may result in the proposal being deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

### **2.3.3 Proposed Services - Work Plan and Program Narrative**

Offerors shall prepare a work plan and program narrative that includes detailed responses to Part 1 of this RFP, particularly those components under the Scope of Work and Requirements Sections. The Work Plan and program narrative must have the following identified sections:

#### **2.3.3.1 Agency Experience and Qualifications**

Offerors must include information on past experience with similar systems. Offerors shall describe their experience and capabilities through a response to the following:

- A. What is your agency's mission statement? Vision statement?
- B. Describe your agency's vision and philosophy for strengthening and supporting families who have children with intensive needs who require cross-agency and cross-discipline interventions to keep them in their homes/communities.

- C. Describe your experience in using high-fidelity Wraparound and in implementing SOC. If you have no direct Wraparound experience, describe how past experience will enable you to implement high-fidelity Wraparound and implementation of SOC.
- D. Describe your workplace culture, policies, procedures and strategies for ensuring high staff retention rates for Care Coordinators.
- E. Describe your experience operating similar services to those in this RFP's Scope of Work and Deliverables within the past four (4) years, including:
  - 1. The ability to function as a CME and manage a provider network;
  - 2. The number of families served, race/ethnicity and languages spoken, strengths and needs of families, specific program services, and any data collected to measure the results of the program and what that data show regarding your effectiveness;
  - 3. The number of years the Offeror has provided these services; and
  - 4. The name of the client organization; the name, title and telephone number of point-of-contact for the client organization.
- F. Describe how you worked to engage families in their service plan, especially families who are not English proficient and families who are involuntarily involved with public systems.
- G. Describe any partnerships or collaborations with public agencies, private service providers, businesses, religious organizations, law enforcement agencies, or other community-based organizations that have helped you to deliver your services to families.
- H. Describe how you intend to demonstrate a proactive commitment to working with culturally and linguistically diverse families and how you will ensure the delivery of culturally and linguistically competent services. What policies, procedures, assessments, and/or tools will you use to ensure that programs are culturally and linguistically competent?
- I. As part of its offer, each Offeror shall provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last five (5) years. For each identified contract the Offeror shall provide in its Technical Proposal:
  - 1. The State contracting entity;
  - 2. A brief description of the services/goods provided;
  - 3. The dollar value of the contract;
  - 4. The term of the contract;
  - 5. The State employee contact person (name, title, telephone number and if possible e-mail address); and
  - 6. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

The Procurement Officer or a designee will contact the identified State Agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

#### **2.3.3.2 Detailed Program Plan**

- A. Describe how you will develop or improve upon positive relationships with the "lead" agencies -- DSS, DJS, Core Service Agencies, etc. to deliver services.
- B. Describe how you will reach out to engage families and youth upon referral, ensure that the POCs are family- and child/youth-driven, and retain active family and child/youth participation throughout the service timeframe.

- C. Describe how you will keep track of the required timeframes for assignment of Care Coordination and Child and Family Team meetings and creation of the POC.
- D. Describe how you will provide 24-hours a day, 7 days-a-week access to crisis services to the assigned families.
- E. Describe the procedures you will have in place to create POCs and CFTs.
- F. Describe how you will work to implement the values and components of Wraparound as described in the Scope of Work with particular emphasis on resiliency.
- G. Describe how you will enhance your current relationship with the direct services provider community in order to facilitate appropriate linkages and services to families and develop the provider network so families have a choice in the provider they select.
- H. Describe how you will provide administrative and fiscal oversight to the network of providers so as to ensure quality care to children and families.
- I. Describe how you will identify and engage informal and natural supports for each family.
- J. Describe how you will ensure that continual assessment of child and family safety is occurring.
- K. Describe your policies and procedures for handling critical incidents.
- L. Provide examples of how you intend to involve families, children/youth and agency stakeholders in the policymaking and operations.
- M. Describe your plan for notifying GOC, evaluators, and others when a child/youth has disenrolled from the CME.

#### **2.3.3.3 Staff Requirements**

- A. Describe the staffing pattern you will use to deliver the proposed services that will ensure the required availability to families during traditional and nontraditional hours.
- B. Describe the location of the office where the executive and support staff and case files will be housed and how the location promotes access to families.
- C. Describe how you will ensure that Care Coordinators and Community Resource Specialists have the adequate resources to fulfill their job functions while assigned to the field.
- D. Include as Exhibit 1 position descriptions and resumes of the staff persons who will perform the required staff functions (Executive Director, Community Resource Director, Care Coordinator Supervisors, Community Resource Specialists, Quality Assurance and Data Director, and Clinical Director). If key staff persons have not been identified, describe how you will recruit and hire the appropriate staff required to meet the service delivery timeline.
- E. Include as Exhibit 2 position descriptions and resumes of key staff that will perform the Care Coordination functions. If key staff persons have not been identified, describe how you will recruit and hire appropriate staff required to meet the service delivery timeline.
- F. Describe in detail your planned supervision structure, including how you will ensure that care coordinators are delivering strengths-based, family-oriented services with sound clinical practices.
- G. Describe your plan for supervision, staff orientation, training, development and support to ensure high quality Wraparound services to families
- H. If you are opting to use your own MIS, describe how you will maintain adequate information technology staff to ensure timely ongoing enhancements and maintenance of the MIS and web site.
- I. Describe your availability to perform the work as described in the RFP, including the flexibility to dedicate staff to these efforts during the term of the Contract.
- J. Identify all subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract.

#### **2.3.3.4 Data Collection and Record-Keeping**

- A. Describe how you will keep Case Record Files up-to-date.
- B. Describe how the case information will be entered into the MIS and any other required systems in a timely manner.
- C. Describe how you will collect and maintain information so that you can respond to reporting requirements outlined in Part 1, Section 5.
- D. Describe where you will store Case Record Files and how you will keep them and other data entry confidential.
- E. Describe how you will ensure data security and how you will keep the information adequately protected from unauthorized disclosure or changes.

#### **2.3.3.5 Evaluation**

- A. Describe how you will design service delivery to ensure achievement of the identified program performance measures.
- B. Describe how you will use the data collected for reporting and evaluation purposes to maintain and strengthen your service's success in impacting families and meeting the program performance measures.
- C. Describe how you will participate with evaluators, including those conducting the Wraparound Fidelity Assessment System, RTC Waiver, and agency evaluations.

#### **2.3.3.6 Transition**

- A. Provide a detailed implementation plan that clearly demonstrates the Offeror's ability to meet the State's requirements to have a fully-functioning program in place and operational on July 1, 2012, following a maximum of a one (1) month transition period. The plan must include a list of specific implementation tasks/transition protocols and a timetable for initiation and completion of such tasks. The implementation plan must be specific about requirements for information transfer as well as any services or assistance required from the State during implementation. The implementation plan must identify those individuals, by area of expertise, responsible for key implementation activities. A detailed organization chart as well as resumes if other than the key staff listed under 2.3.3.3 must be included. Describe timelines and activities needed to ensure orderly transition and full operation by the contract start date.
- B. Describe plans for transition at the termination of the Contract.

#### **2.3.3.7 Quality Assurance**

Provide an initial quality assurance (QA) plan, which will be finalized within one hundred eighty (180) days after receipt of an award resulting from this RFP. The QA plan should address the components outlined in Part 1, Section 3.4.4.4.

#### **2.3.4 Economic Benefit Factors**

Include a general description of how the Offeror's performance of this Contract will benefit Maryland, with specific commitments of personnel and resources in the Contract proposal response, based on the information contained in the Work Plan and Program Narrative. Do not include any detail of the financial proposals with this technical information.

**NOTE:** Because there is no guarantee of any level of services to be provided under this Contract, in providing the information required in this section, the Offeror should state its level of commitment

per \$1,000 of Contract value. In other words, for each \$1,000 of Contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

Describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. Do not include any detail of the Financial Proposals with this technical information. The Offeror shall take into consideration the following elements:

- A. The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- B. The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- C. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- D. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

### **2.3.5 Financial Capability and Insurance**

The Offeror should submit evidence that the Offeror has the financial capacity to complete the Contract, including:

- A. Copies of the last two (2) year-end CPA audited financial statements and an analysis of those financial statements;
- B. Abbreviated profit and loss statements and abbreviated balance sheets for the last two (2) years;
- C. A least one (1) bank or other financial institution reference; and
- D. A copy of the Offeror's current insurance certificates (property, casualty and liability) that meets or exceed the amounts required under this RFP in Part IV, Section 3.7 and, at a minimum, include the following:
  1. Carrier (name and address);
  2. Type of insurance;
  3. Amounts of coverage;
  4. Period covered by insurance; and
  5. Exclusions.

If the Offeror does not have the necessary certificates of insurance at the time of submission of the proposal, the Offeror shall produce the required documentation within five (5) business days of the recommended award. Any self-insurance program must be documented including any necessary regulatory approval. The successful Offeror shall name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities under the Contract. The Offeror shall also outline how it plans to ensure that those employees using personal vehicles for business purposes have adequate insurance coverage.

### **2.3.6 Required Submissions**

Offerors must submit the following items in the original Technical Proposal:

- A. A completed Bid/Proposal Affidavit (Attachment B)
- B. A completed Living Wage Affidavit (Attachment G)

## **3.0 Volume II - Financial Proposal**

- A. Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, seven (7) copies, and an electronic version in MS Word 2003 or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Price Proposal Form (Attachment D). The Price Proposal Form must be submitted and completely filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.
- B. In order to assist Offerors in the preparation of their Financial Proposals, Attachment D - Price Proposal Form has been prepared. Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein.
- C. Nothing shall be entered on the Price Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.
- D. The budget narrative that outlines the proposed costs must be sufficiently detailed to make clear how the rate for each function was determined, in conjunction with the budget documents contained in Appendix E - Price Proposal Form. Rates must be proposed for each function.
- E. A time study or other method for cost allocation may be required if the selected CME is providing or later provides billable services (family support, case management or care coordination) and is using any portion of the fixed cost covered under their proposal to support those billable services (family support, case management or care coordination).



## **PART III**

### **EVALUATION AND SELECTION PROCEDURE**

#### **1.0 EVALUATION COMMITTEE**

An evaluation committee will conduct the evaluation of proposals. During the evaluation process, the evaluation committee may request technical assistance from any source. Technical proposals will be evaluated in accordance with the criteria listed in Part III, Section 1.1 below.

The financial proposals will not be distributed to the evaluation committee until the technical evaluation is completed.

#### **1.1 Evaluation Criteria**

Evaluation of the proposals will be performed in accordance with COMAR 21.05.03 and will be based on the criteria set forth below. Technical Proposals will be evaluated based on their quality, responsiveness to this RFP, and price, as well as the offerors' experience in providing these services and supports and capacity to do so in the future. An evaluation committee will review and provide input to the Procurement Officer. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary. The criteria to be applied to each technical proposal are listed below in descending order of importance:

1. Work Plan and Program Narrative, including Offeror Experience and Capabilities
2. Financial Capability and Insurance
3. Economic Benefit Factors, as outlined in Part 2, Section 2.3.4

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

The technical proposal will be afforded the same weight as the financial proposal.

The Contract award will be made based on the best value to the State, not necessarily the lowest cost, because this RFP is soliciting the procurement of human, social, cultural, or educational services.

#### **1.2 Evaluation Process**

Proposals will be reviewed as a preliminary matter by the Procurement Officer to determine if they meet any minimum requirements set forth in the Key Information Summary and Part I, section 1.0 herein. Any Offeror who does not meet minimum requirements will be declared "not responsible."

If the determination described in the preceding paragraph is made at this point, the Offeror's proposal will be returned without opening the financial portion. The evaluation committee will then evaluate each remaining technical proposal using the evaluation criteria set forth above.

As part of this evaluation, the evaluation committee may hold discussions with all qualified or potentially qualified Offerors (see Section 1.3 below). Only those Offerors whose technical proposals are ultimately deemed reasonably susceptible of being selected for award and who are determined "responsible" will be considered "qualified offerors." Accordingly, if the evaluation committee, with the concurrence of the Procurement Officer, determines at any time that an Offeror is not reasonably susceptible of being selected

for award, or the Procurement Officer determines an Offeror not to be responsible, that Offeror will be notified and the financial proposal returned unopened if possible.

Following the completion of the technical evaluation of all Offerors, including any discussions, the evaluation committee will rank each qualified Offeror's technical proposal. Unless there is a separate evaluation team to review financial proposals, the financial proposal of each qualified Offeror will then be distributed to the evaluation committee.

The evaluation committee may then reenter into discussions concerning the qualified proposals. At this point the evaluation committee will rank each Offeror's financial proposal from lowest to highest cost to the State. However, the financial proposal will not be considered equally with the technical proposal, because awards will be made based on the best value to the State, not necessarily the lowest cost. Then, if it is determined to be in the best interest of the State, the Procurement Officer may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer (BAFO) (See Part III, Section 2.1).

The evaluation committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the State considering price and the evaluation criteria set forth in the RFP. In arriving at this recommendation, the technical proposal will be afforded more weight than the financial proposal. If, however, the technical ranking is essentially equal for two or more offerors, the cost as described in the financial proposal may become the primary determinant of award.

As permitted by COMAR 21.05.03.03.A.(6), the Procurement Officer and agency head may accept or decline any or all recommendations from the evaluation committee. Nevertheless, in each case, the criteria set forth in Part III, Section 1.1 will govern decisions.

### **1.3 Discussions**

The evaluation committee may enter into discussions with qualified or potentially qualified Offerors as set forth in COMAR 21.05.03.03.C. Discussions, however, need not occur (See COMAR 21.05.03.02.A (4)). Offerors may be asked to participate in face-to-face discussions with the evaluation committee or other State representatives concerning either or both their technical or financial proposals. Discussions may also be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, e-mail, or facsimile transmission at the discretion of the GOC. These discussions may be included in the evaluation of the proposal.

## **2.0 SELECTION PROCESS**

### **2.1 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise either their initial technical or initial financial proposal or both initial proposals by submitting a Best and Final Offer (BAFO). The Procurement Officer shall notify each qualified Offeror of the scope of the requested BAFO, and shall establish a date and time for the Offeror's submission. The Procurement Officer may require more than one series of discussions and BAFOs for either or both proposals if the agency head or designee makes a determination that it is in the State's best interest to conduct additional discussions or change GOC's requirements and require another submission of a BAFO. If more than one BAFO is requested, an Offeror's immediately previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another BAFO. The Procurement Officer may

consult with and seek the recommendation of the evaluation committee during the BAFO process.

GOC will notify all Offerors of the outcome of the RFP. Once all Contract approvals have been obtained, notice of award of the Contract will be published by GOC in the Maryland eMM.

The final award approval will be made by the Board of Public Works.

## **2.2 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request to the Procurement Officer, in accordance with COMAR 21.05.03.06. GOC shall honor requests for debriefings at the earliest permissible time.

## **2.3 Protests**

The State provides formal procedures for any Offeror to protest the award, or the proposed award, of a Contract. All protests must be filed in accordance with Md. Code Ann., St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

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## **PART IV**

### **GENERAL INFORMATION AND INSTRUCTIONS**

#### **1.0 Federal Funding Acknowledgements**

The contract awarded as a result of this RFP may be underwritten with federal funds allocated to the Maryland DHMH.

The sources of the federal funds to be allocated under the contract resulting from this RFP are (1) 1915(c) Home and Community-Based Waivers Psychiatric Residential Treatment Facility Demonstration Grant Project and (2) Children's Mental Health Initiative Cooperative Agreement (SAMHSA RFA No. SM-08-004). The CFDA number is 93.243.

#### **2.0 MBE Requirements**

Subcontracting Participation Goal - No MBE subcontracting goal is required for the contract resulting from this solicitation but the Contractor is encouraged to use MBEs whenever possible.

#### **3.0 CONTRACT INFORMATION**

In addition to the information and specifications set forth below, the Contractor must comply with and the Contract resulting from this RFP must conform to COMAR 21.07.03.

##### **3.1 Duration of Contract**

The Contract resulting from this RFP shall be for a term as stated on the Key Information Summary Sheet. All options shall be exercised at the sole discretion of the State and shall comply with all terms and conditions in force at the time the option is exercised.

If the Contract does not commence on the date stated herein, the Contract shall be effective until June 30, 2014, with an additional three (3) one (1) year options.

##### **3.2 Invoicing/Payment/ Withholding**

###### **A. Invoicing**

1. The Contractor shall bill GOC **monthly no later than the third Friday of each month following the conclusion of the month.**
2. Invoices must be addressed to: Contract Monitor. All invoices must be signed and dated and include, at a minimum, the Contractor's mailing address, the Contractor's Social Security number or federal Tax ID number, the State's assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment. The format for the invoices will be provided to the Contractor by GOC.

###### **B. Payment**

Electronic Funds Transfer (EFT) will be used to pay the Contractor for the Contract resulting from this solicitation and any other State payments unless the State Comptroller's Office grants the Contractor an exemption. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the

reason for exemption.

GOC, DHMH, DHR and/or DJS reserve the right to reduce or withhold Contract payment in the event the Contractor does not provide the GOC with all required deliverables within the timeframes specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the GOC, DHMH, DHR and/or DJS, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

### **3.3 Contract Type**

The Contract resulting from this RFP will consist of Indefinite Quantity Contract (for all populations) at a rate per child/youth per month, pro-rated for any month of service that lasts less than twenty-two (22) days, Fixed Price Contract and Cost Reimbursement Contract (for Discretionary Funds) as described in COMAR 21.06.03. GOC, DHMH, DHR and/or DJS will pay the Contractor only for allowable costs incurred by the Contractor, as provided for in COMAR 21.09.01.03, in an amount not to exceed the total amount of the approved Contract.

Audit of Cost or Pricing Data -- Designees of the GOC, DBM, or any other State unit authorized by law may audit during the record retention period the books and records of any Contractor who has submitted cost or pricing data to the extent that the books and records relate to the cost or pricing data.

Contract Audit -- Designees of GOC, DBM, or any other State unit authorized by law shall be entitled to audit the books and records of a Contractor or any subcontractor or of any group of subcontractors under any negotiated Contract or subcontract other than a firm fixed price contract to the extent that the books and records relate to the performance of the Contract or subcontract, or if the GOC has reason to believe, from an audit of a cost type contract, that costs have been inappropriately assigned to a cost type contract from a fixed price Contract.

### **3.4 Subcontracting**

With prior written approval by the State, the successful Offeror may subcontract certain elements of a Contract awarded as a result of this RFP. Notwithstanding any subcontracting arrangement, the successful Offeror shall be held fully responsible to GOC for the proper accomplishment of all elements of the Contract.

All subcontractors must be identified in the Offeror's proposal, including a description of the subcontractor's role in the performance of the Contract.

Subcontractors must meet the same mandatory requirements as the primary Contractor, and will have to comply with the provisions of this RFP concerning staff qualifications and experience for the specific levels of services required for this Contract.

### **3.5 Contract Document**

Attachment A will serve as the form of the contract between the GOC and the successful Offeror for goods/services detailed in Part I of this RFP. The RFP and the proposal shall be incorporated into the Contract. All requirements, conditions, and stipulations contained therein shall prevail once all mandated approvals have been received and GOC and the successful vendor(s) execute the Contract.

### **3.6 Contract Affidavit**

All Offerors are advised that, if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit as set forth in Attachment C. The Contract Affidavit must be submitted within ten (10) business days of being notified of being recommended for award, and must be executed by the same authorized representative who executed the bid/proposal affidavit.

### **3.7 Insurance Requirements**

The successful Offeror resulting from this RFP must show evidence of third party legal liability insurance for the entity and any subcontractor under the agreement covering claims arising from the operations and provided under this Contract. These insurance coverages shall include the statutory limit for Workers' Compensation coverage; a minimum of \$1,000,000 for General and Professional Liability per person, per occurrence, with a total ceiling of \$3,000,000 in the aggregate; and automobile liability coverage, if applicable. All coverages shall be provided by insurance companies licensed to do business in the State of Maryland and shall be endorsed to provide thirty (30) days notice of cancellation or non-renewal to GOC's Contract Monitor.

Any self-insurance program must be documented including any necessary regulatory approval. The Contractor will name the State of Maryland as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and provide certificates of insurance evidencing this coverage prior to the commencement of any activities.

### **3.8 Amendments & Modifications of Contract**

- A. Modification of Contract - General. The Contract may be amended as GOC on behalf of the Children's Cabinet and the Contractor mutually agree in writing (subject to any necessary approvals of the Office of the Attorney General, DBM and, in certain cases, the Board of Public Works). Any amendment to the Contract must first be agreed to in writing by both parties and approved by the Procurement Officer, or other authorized officer of GOC, subject to any additional approvals as may be required by State law. No amendment to the Contract shall be binding unless so approved. No amendment may change the scope of the original solicitation. An amendment to the Contract does not alter the other terms of the Contract, except to the extent necessary to make them consistent with the amendment.
- B. Modification of Contract - Salary Increases & Emergencies.
  - 1. The Contract may not be amended to provide salary and wage increases for the Contractor's employees with the intention of making these increases consistent with salary and wage increases given to employees of the State except as provided in Title 10, Section 10-905 of the Health-General Article, Annotated Code of Maryland.
  - 2. Subject to the approval of DBM, GOC shall have the ability to modify this Contract for:
    - (a) Increases in salaries without consequent increases in deliverables if the increase in salaries results from increases in specific appropriations for that purpose, or
    - (b) Unanticipated emergencies impairing the ability of the provider, through no fault of its own, to perform in accordance with this Contract.

### **3.9 Substitution of Personnel**

All personnel described in the Contractor's proposal, or identified at the initiation of the Contract, shall perform continuously for the term of the Contract, and for so long as performance is satisfactory to GOC's Contract Monitor. The Contract Monitor will give written notice of performance issues to the Contractor,

clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written approval of the Contract Monitor. If performance issues persist, the Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

The Contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the Contract Monitor. To replace any personnel specified in the Contractor's proposal, the Contractor shall submit the resumes of the proposed substitute personnel to the Contract Monitor for approval at least two (2) weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor.

### **3.10 Reciprocal Preferences**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference to be applied to the Contract award herein does not conflict with a federal law or grant affecting the procurement Contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### **3.11 Standard Contract Clauses**

By submitting an offer in response to this RFP, the Offeror, if selected for award, is deemed to have accepted the terms of this RFP and the Contract, the form of which is included as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected.

### **3.12 Approvals**

This Contract may be subject to approval by the Office of the Attorney General, DBM, and the Board of Public Works.

### **3.13 Multi-Year Contracts**

If the General Assembly fails to appropriate funds, or if funds are not otherwise made available for continued performance of the Contract for any fiscal period of the Contract succeeding the first fiscal period, the Contract shall be automatically cancelled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either GOC's rights or the Contractor's rights under any other termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and GOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **3.14 Conflict of Interest Law**

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval or disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of the Maryland Code Annotated, State Gov't. Article, §15-501 *et seq.*

### **3.15 Termination for Default**

The rights and remedies of the State under the Contract are cumulative. The enforcement of any right or election of any remedy by the State provided by the Contract for any breach of the Contract will not preclude the State from enforcing other rights and availing itself of other remedies available under the Contract for the same breach or any other breach of the Contract.

If the Contractor fails to properly perform its obligations under the Contract, the State may correct any deficiencies at the Contractor's expense.

### **3.16 Tax Exemptions**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

### **3.16 Non-Assignment**

The Contractor may not, during the term of this Contract or any renewals or extensions of the Contract, assign or sub-contract all or any part of the Contract without the prior written consent of the Procurement Officer. However, the Contractor may assign monies receivable under a Contract after due notice to the GOC Contract Monitor.

### **3.18 Payment of State Obligations and Interest**

- A. As set forth in Attachment A - Form of Contract, Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. Section 15-104 *et seq.* of the State Finance and Procurement Article, Annotated Code of Maryland, provides that the State shall remit payment to the Contractor within forty-five (45) days after receipt of a proper invoice pursuant to any authorized, written procurement contract. Except as provided in Section 15-105 of this Article, the State's failure to remit payment within this period may entitle the Contractor to interest at the rate specified in 15-104 of this Article, for the period that begins thirty one (31) calendar days after the receipt date. This amount, if paid, shall be in lieu of payment of any other late charge(s) by the State.



- C. For purposes of this Contract, an amount will not be deemed "due and payable" and interest payments will not be authorized for late payments unless the following conditions have been met:
1. The amount invoiced is consistent with the amount agreed upon by the parties to the Contract.
  2. The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
  3. The goods or services meet the qualitative requirements of the Contract and have been accepted by the State.
  4. The proper invoice has been received by the party or unit of government specified in the Contract.
  5. The invoice is not in dispute.
- D. If the Contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the Contract.
- E. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.
- F. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within thirty (30) calendar days after the payment date (*i.e.*, the date of the check from the State Treasurer that pays the Contractor for the goods supplied or the service rendered) of the amount on which the interest accrued. Interest may not be claimed (1) if a claim has been filed under Title 15, State Finance and Procurement Article (Procurement Contract Administration and Dispute Resolution) Annotated Code of Maryland, (2) for more than one year following the 31st calendar day after the date that a proper invoice is received by a State agency, or (3) on an amount representing unpaid interest.

### **3.19 Inspection of Premises**

The Contractor agrees to permit authorized officials of the State to inspect, at reasonable times, its plant, place of business, job site, or any other location that is related to the performance of the Contract.

### **3.20 Incorporation by Reference**

As set forth in Attachment A - Form of Contract, all terms and conditions of the solicitation, and any amendments thereto, are made a part of this Contract. In the event of contract award, the contract shall consist of the RFP, including all addenda, exhibits, and attachments, and the entire proposal submitted by the successful Offeror except for any portions specifically excluded by Contract. This shall constitute the entire agreement between the contracting parties, superseding all representations, commitments, conditions, or agreements that may have been made orally or in writing prior to the execution of the Contract.

### **3.21 Specifications**

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the RFP.

### **3.22 Delivery & Acceptance**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

### **3.23. Anti-Bribery**

Potential contractors and Contractors are required to be aware of the Maryland Code Annotated, State Finance and Procurement Article, §16-202, that requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to the Annotated Code of Maryland, State Finance and Procurement Article, §16-202, from entering into a contract with the State, or any county or other subdivision of the State.

### **3.24 Registration**

In accordance with the Maryland Code Annotated, Corporations and Associations Article, §7-201 *et seq.*, corporations not incorporated in the State shall be registered with the DAT, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the DAT. The Contractor shall be responsible for ensuring that all subcontractors meet these requirements, and further that the contractor and all subcontractors meet these requirements for the duration of the contract.

### **3.25 EPA Compliance**

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

### **3.26 Occupational Safety and Health Act (O.S.H.A.)**

All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

### **3.27 Patents, Copyrights, Trade Secrets & Indemnification**

If the Contractor furnishes any design, device, material process, or other item which is covered by a patent or copyright, or which is proprietary to, or a trade secret of another, it is solely the responsibility of the Contractor to obtain the necessary permission or license to use the item or items. The Contractor hereby grants to GOC a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data now and hereafter covered by copyright, and warrants that it has the authority to do this.

If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

If the Contractor obtains or uses for purposes of the Contract (or any subcontracts) any design, device, material, process, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the State, GOC, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by this Contract.

### **3.28 State Contract Prevails**

Whenever a Vendor/Contractor's Standard Contract is used along with this State's RFP document, including Section V of the RFP as the Contract document, this RFP document, including Section V of this RFP as the Contract document, shall prevail in the event of conflict between any provision of the two contracts when the State determines it to be in its best interest.

### **3.29 Rights in Data**

Work produced as a result of this solicitation is and shall remain the sole property of GOC on behalf of the Children's Cabinet.

The Contractor agrees that all documents, equipment, and materials, including but not limited to, reports, drawings, studies, specifications, estimates, texts, computer software including software documentation and related materials, maps, photographs, designs, graphics, mechanicals, art work, computations and data prepared by or for, or purchased by or for, the Contractor because of this Contract shall, at any time during the term of the Contract, be available to GOC and shall become and remain the exclusive property of GOC on behalf of the Children's Cabinet during and upon termination or completion of the services required to be performed under this Contract.

GOC, on behalf of the Children's Cabinet, shall have the right to use same without restriction and without compensation to the Contractor other than that provided in this Contract.

The Contractor agrees that, at all times during the term of this Contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for GOC on behalf of the Children's Cabinet, the Contractor hereby transfers and assigns to GOC all of its rights, title and interest (including all intellectual property rights) to all products created under this Contract, and will cooperate reasonably with GOC in effectuating and registering any necessary assignments.

The Contractor shall report to GOC, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

The Contractor shall not affix any restrictive markings upon any data and if markings are affixed, GOC shall have the right at any time to modify, remove, obliterate, or ignore the markings.

### **3.30 Prohibition of Sexual Harassment**

The Contractor shall operate under this Contract so that no employee or client is subjected to sexual harassment in the workplace or in locations and situations otherwise associated with the performance of duties per the terms of this Contract. Further, except in sub-contracts for standard commercial supplies or raw materials, the Contractor shall include this clause, or a similar clause approved by GOC, in all sub-contracts. The Contractor has primary responsibility for enforcement of these provisions and for securing and maintaining the sub-contractor's full compliance with both the letter and spirit of this clause.

### **3.31 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment F entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement (Attachment G), the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

### **3.32 Prompt Payment Directive – In accordance with the Directive by the Governor's Office of Minority Affairs dated August 1, 2008:**

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor, GOC, at its option and in its sole discretion, may take one or more of the following actions:
  - 1. Not process further payments to the Contractor until payment to the subcontractor is verified
  - 2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - 3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - 4. Place a payment for an undisputed amount in an interest-bearing escrow account;
  - or
  - 5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- C. An act, failure to act, or decision of a procurement officer or a representative of GOC, concerning a withheld payment between a Contractor and subcontractor under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
  2. Be used as evidence on the merits of a dispute between the Agency and the contractor in any other proceeding; or
  3. Result in liability against or prejudice the rights of GOC.

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## **Part V**

### **ATTACHMENTS**

In accordance with State Procurement Regulations:

**ATTACHMENT A** – The Form of Contract. Two (2) copies must be completed, signed, and returned by the selected Offeror to the Procurement Officer upon notification of proposed Contract award.

**ATTACHMENT B** – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

**ATTACHMENT C** – Contract Affidavit. It is not required to be completed and submitted with the Proposals. It must be submitted by the selected Offeror to the Procurement Officer within five (5) working days after notification of proposed Contract award, and shall be executed by the same authorized representative who executes the bid/proposal affidavit.

**ATTACHMENT D** – Price Proposal Form. This form is to be completed by the Offeror and constitutes the Offeror's Volume II – Financial Proposal.

**ATTACHMENT E** – Vendor Electronic Funds Transfer (EFT) Registration

**ATTACHMENT F** – Living Wage Requirements for Service Contracts

**ATTACHMENT G** – Living Wage Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

**ATTACHMENT H** – Payment Bond

## ATTACHMENT A – Form of Contract

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **GOVERNOR’S OFFICE FOR CHILDREN, ON BEHALF OF THE CHILDREN’S CABINET**.

**IN CONSIDERATION** of the promises and the covenants herein contained, the parties agree as follows:

### 1. DEFINITIONS

In this Contract, the following words have the meanings indicated:

- 1.1 “Contract Monitor” means the individual employed by the Governor’s Office for Children who provides direct consultation to State and local partners and stakeholders on funding coordination for services for special needs children and youth in residential and community-based placements and is responsible for serving as the contract monitor for the Contract.
- 1.2 “Contractor” means \_\_\_\_\_, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is located at \_\_\_\_\_.
- 1.3 “GOC” means the Governor’s Office for Children, on behalf of the Children’s Cabinet.
- 1.4 “Financial Proposal” means the Contractor’s Financial Proposal, dated \_\_\_\_\_.
- 1.5 “Procurement Officer” means the Chief Financial Officer of GOC.
- 1.6 “RFP” means the Request for Proposals for State of Maryland Regional Care Management Entities, Project No, dated January 9, 2012.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

### 2. SCOPE OF WORK

- 2.1 The Contractor shall provide the services as outlined within Part I, Sections 2-5, of the RFP

These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the exhibits, the terms of the Contract shall govern. If there is

any conflict among the exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals Project No.

Exhibit B – Contractor's Technical Proposal, dated \_\_\_\_\_.

Exhibit C – Contractor's Financial Proposal, dated \_\_\_\_\_.

Exhibit D - State Contract Affidavit, executed by the Contractor and dated\_\_\_\_\_.

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Section 2.1. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days after receipt of the written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### 3. TIME FOR PERFORMANCE

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 2 during a term of two (2) years with three (3) one-year renewal options, commencing on the date that the State executes the Contract and terminating by June 30, 2017. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Monitor.

### 4. CONSIDERATION AND PAYMENT

- 4.1 In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Exhibit C, in no event to exceed \$\_\_\_\_\_ without the express written approval of the Procurement Officer and subject to any other State approval requirements. Payments for the option year, if exercised by the State, shall not exceed \$\_\_\_\_\_ per year. The Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the specified amounts.
- 4.2 Payments shall be made to the Contractor, following the State's acceptance of the work, no later than thirty (30) days after the State receives a proper invoice from the Contractor, and pursuant to the conditions outlined in this Section. Each invoice for services rendered must include the Contractor's federal Tax Identification Number, which is\_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of



Maryland, as from time to time amended, are prohibited. Invoices shall be submitted to the Contract Monitor.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until the Contractor meets performance standards established by the Procurement Officer.
- 4.4 Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

## 5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor solely for purposes of this Contract with and delivered to the State shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that, at all times during the term of this Contract and thereafter, works created as deliverables under this Contract, and services performed under this Contract, shall be "works made for hire," as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, GOC shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## 6. Patents, Copyrights, Intellectual Property

- 6.1 If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item.

- 6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at the Contractor's expense and will pay all damages, costs, and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.
- 6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## 7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

## 8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

## 9. Indemnification

- 9.1 The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

- 9.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

#### 10. Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

#### 11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days after the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

#### 12. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

#### 13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a

provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### 14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee, *bona fide* agent, *bona fide* salesperson or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee, *bona fide* agent, *bona fide* salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

#### 15. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

#### 16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### 17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable

costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 A (2).

#### 18. Delays; Extensions of Time; Liquidated Damages

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### 19. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### 20. Pre-Existing Regulations

In accordance with Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### 21. Financial Disclosure

The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within thirty (30) days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

#### 22. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year

in which the person receives in the aggregate \$100,000 or more, shall file with the Department a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the Department: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### 23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five (5) years after final payment by the State under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

### 24. Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and,
- E. It is not involved in any pending litigation that might affect the performance of its obligation under this Contract.

### 25. Cost and Price Certification

By submitting cost or price information, the Contractor certifies, to the best of its knowledge, that the information submitted is accurate, complete, and current as of the date of the Contractor's offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information that, as of the date of its offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractor or assignee.

27. Sale or Other Transfer of Business or Assets of Contractor

Before the Contractor in any manner transfers all or any part of the Contractor's business or assets to another business entity, including by way of merger or acquisition, the Contractor shall provide at least thirty (30) days advance written notice to the State. Any instrument affecting such transfer shall include language, satisfactory to the State, ensuring that the Transferee continues to be responsible for the Contractor's obligations under this contract.

28. LIABILITY

For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

A. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 6 of this Contract;

B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

C. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims arising under Section 9, "Indemnification," of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 9 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 9.

29. PARENT COMPANY GUARANTEE (IF APPLICABLE)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective

discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

### 30. COMMERCIAL NON-DISCRIMINATION

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

### 31. BONDS

The Contractor shall submit a Payment Bond (Attachment H), or other suitable security as identified within COMAR 21.06.07, in the amount of the value of the Contract for the term of the Contract.



31. Administrative

31.1 Contract Monitor. The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

31.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

Contract Monitor  
Governor's Office for Children  
301 W. Preston Street, 15<sup>th</sup> Floor  
Baltimore, Maryland 21201

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

**CONTRACTOR**

\_\_\_\_\_  
By (Printed or typed name & title)

\_\_\_\_\_  
Date

Witnessed

\_\_\_\_\_  
By: (Printed or typed name & title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**MARYLAND GOVERNOR'S OFFICE FOR CHILDREN**

\_\_\_\_\_  
By: Rosemary King Johnston  
Executive Director, GOC  
Chair, Children's Cabinet

\_\_\_\_\_  
Date

Witnessed

\_\_\_\_\_  
By: (Printed or typed name & title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

## ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

### A. Authority

I HEREBY AFFIRM THAT:

I (print name)\_\_\_\_\_ possess the legal authority to make this Affidavit.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

#### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18

U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

Revised April 7, 2008

## ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

### A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

### B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company — \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership — \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust — \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.



### C. FINANCIAL DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide

drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:\_\_\_\_\_

By:\_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_ (signature of Authorized Representative and affiant)

Revised August 8, 2011

## ATTACHMENT D - PRICE PROPOSAL FORM

Please complete the appropriate budget forms with the proposed cost to implement the scope of work in the RFP. Offerors are asked to complete proposed budgets for each of (5) five years, the anticipated term of an initial contract as well as budgets for the three optional years. The budgets should include all costs to prepare for contract implementation as well as to perform the full scope of the contract. The budgets should contain only reasonable and necessary expenses to meet the terms of the contract.

Offerors must attach a budget narrative (format not supplied) to the budget documents that justifies the inclusion of any added line items as well as the amount in each line item of the proposed budget. The narrative serves two purposes: it explains how the costs were estimated (how the Offeror arrived at the dollar amounts stated) and it justifies the need for the cost, giving enough detail to tie the costs to the project's activities and proposed goals.

Although no format is supplied, offerors are requested to keep the following information in mind when preparing the budget narrative: 1) Make sure the narrative matches the line items exactly; 2) Make sure the total amount is commensurate with the outcome; and, 3) Include actual, reasonable and necessary costs.

For each line item of the budget, itemize how each cost was derived and explain the need for the cost. For example, if the line item expense is "Utilities" and the amount requested is \$2,160, the budget narrative entry could look like this:

Electricity: \$100 per month x 12 months = \$1,200

Phone: \$50 month x 12 months = \$600

Cell Phone: \$30 month x 12 months = \$360

Total = \$2,160

For care coordination, the proposed budget for each year should be constructed to serve an average daily population (see page 2 of Financial Proposal).

Budgets should not include any items being supplied to the CMEs at no expense by the Maryland Children's Cabinet or any of its agents. For example, the Innovations Institute at the University of Maryland provides Wraparound Practitioner training and coaching at no cost to vendors. Therefore, this should not be included in budgets. Budgets may include start-up costs, as described in Part II, Section 3. These should be included in the budget summary and operating detail budget (under "other"). This will be used to set a monthly and daily per youth rate of compensation for care coordination.

## **ATTACHMENT D**

### **INSTRUCTIONS**

1 Go to COVER SHEET tab and enter the following information in the cells noted with the information related to the organization for which you are completing the form:

- (1) Name in cell E-H9/10
- (2) Street Address in cell E-H11/12
- (3) Suite/Room in cell E-H13
- (4) Other Address in cell E-H14
- (5) City in cell E-H15
- (6) State in cell E-H16
- (7) ZIP Code in cell E-H17
- (8) Primary Contact in cell E-H18
- (9) Phone (number for Primary Contact) in cell E-H19
- (10) Fax (number for Primary Contact) in cell E-H20
- (11) Version of Best and Final Offer (Initial, BFO1, BFO2 BFO3, BFO...) in cell E-H23

\*Summary Sheet One is automatically filled; DO NOT overwrite formulas, or enter any information into the cells of this tab.

2 Go to Personnel Year 1 tab and:

- a Enter Fringe Benefit Rate in cell F5
- b CME Operations personnel information:
  - (1) Enter required information in cells B9 and B10 and D9 through D14 for required positions
  - (2) Enter additional job titles in Column A rows 16-23 as needed and complete columns B, C, and D for added positions
- c CME Care Coordination personnel information:
  - (1) Enter required information in column B, C and D - rows 28-29 for required positions
  - (2) Enter additional job titles in Column A rows 30-42 as needed and Complete columns B, C, and D for added positions

3 Go to Personnel Year 2 tab and:

- a Follow steps a and b from instruction 2

4 Go to Personnel Year 3 tab (option 1) and:

- a Follow steps a and b from instruction 2

5 Go to Personnel Year 4 (option 2) tab and:

- a Follow steps a and b from instruction 2

6 Go to Personnel Year 5 (option 3) tab and:

- a Follow steps a and b from instruction 2

- 7 Go to Tab CME operating all years and projected operating expenses for:
- a CME Operating:
    - (1) If you need operation expense descriptions other than the ones listed, enter the description in column B rows 21-25
    - (2) For year 1 enter required information in column C rows 7-25
    - (3) For year 2 enter required information in column D rows 7-25
    - (4) For year 3 (option year 1) enter required information in column E rows 7-25
    - (5) For year 4 (option year 2) enter required information in column F rows 7-25
    - (6) For year 5 (option year 3) enter required information in column G rows 7-25
  - b CME Care Coordination:
    - (1) If you need operation expense descriptions other than the ones listed enter them in column B rows 37-41
    - (2) For year 1 enter required information in column C rows 31-41
    - (3) For year 2 enter required information in column D rows 31-41
    - (4) For year 3 (option 1) enter required information in column E rows 31-41
    - (5) For year 4 (option 2) enter required information in column F rows 31-41
    - (6) For year 5 (option 3) enter required information in column G rows 31-41
- 8 Print all sheets and review for accuracy and make any necessary corrections prior to submission.

**ATTACHMENT D**  
**Volume II - FINANCIAL PROPOSAL**  
**FOR**  
**REQUEST FOR PROPOSALS (RFP) FOR REGIONAL CARE MANAGEMENT ENTITIES**

RFP No: DEXR2400003  
eMaryland Marketplace No: MDD1431000120  
Organization Information:  
    Name:  
    Street Address:  
  
    Suite/Room:  
    Other Address:  
    City:  
    State:  
    ZIP Code:  
Primary Contact:  
    Phone:  
    Fax:  
Closing date and time for receipt of proposals: February 27, 2012 at 12:00 PM (Noon) ET

**Attachment D.1: BUDGET SUMMARY**

Organization: 0

**Care Management Entity—For all populations****CME Operations**

	Year 1	Year 2	Year 3 (Option Year 1)	Year 4 (Option Year 2)	Year 5 (Option Year 3)	Total Contract Value CME Operations
Personnel (see detail page)	0	0	0	0	0	\$0
Fringe (see detail page)	0	0	0	0	0	\$0
Operating Expenses (see Detail page)	0	0	0	0	0	\$0
<b>TOTAL</b>	0	0	0	0	0	\$0

<b>Total Case Rate Per Youth</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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NOTE: For each CME Operations position that is vacant for more than 14 days during any fiscal year, the contractor may not bill for salary and associated fringe for the number of days in excess of 14 days that the position is vacant.

**CME Care Coordination**

	Year 1	Year 2	Year 3 (Option Year 1)	Year 4 (Option Year 2)	Year 5 (Option Year 3)	Total Contract Value CME Operations
Personnel (see detail page)	0	0	0	0	0	\$0
Fringe (see detail page)	0	0	0	0	0	\$0
Operating Expenses (see Detail page)	0	0	0	0	0	\$0
<b>TOTAL</b>	0	0	0	0	0	\$0

<b>Total Case Rate Per Youth</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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**Population (from Page 28 PART I 3.3.1**

Daily Population for budgeting	390	290	175	150	150
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<b>Total Case Rate Per Youth</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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## Attachment D.2: CME Personnel Detail—Year 1 (7 months and 0 days only)

Organization: 0

Note: Add additional positions as necessary.

Fringe Benefit Rate=

**CME Operations**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Executive Director		1.0		0	0
Chief Financial Officer		1.0		0	0
Clinical Director	100.0%	1.0		0	0
Provider Network Director	100.0%	1.0		0	0
Community Resource Specialist	100.0%	7.0		0	0
Quality Assurance and Data Director	100.0%	1.0		0	0
Support Staff	100.00	2.0		0	0
				0	0
				0	0
				0	0
TOTAL		14.0	0	0	0

**CME Care Coordination**

Position	Percent Time (% FTE; maximum 100 %)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Care Coordinator Supervisor				0	0
Care Coordinator				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
TOTAL		0.0	0	0	0

Attachment D.3: CME Personnel Detail—Year 2

Organization: 0

Note: Add additional positions as necessary.

Fringe Benefit Rate=

**CME Operations**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Executive Director		1.0		0	0
Chief Financial Officer		1.0		0	0
Clinical Director	100.0%	1.0		0	0
Provider Network Director	100.0%	1.0		0	0
Community Resource Specialist	100.0%	7.0		0	0
Quality Assurance and Data Director	100.0%	1.0		0	0
Support Staff	100.00	2.0		0	0
				0	0
				0	0
				0	0
TOTAL		14	0	0	0

**CME Care Coordination**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Care Coordinator Supervisor				0	0
Care Coordinator				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
TOTAL		0	0	0	0

**Attachment D.4: CME Personnel Detail—Year 3 (Option Year 1)**

Organization: 0

Note: Add additional positions as necessary.

Fringe Benefit Rate= \_\_\_\_\_

**CME Operations**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Executive Director		1.0		0	0
Chief Financial Officer		1.0		0	0
Clinical Director	100.0%	1.0		0	0
Provider Network Director	100.0%	1.0		0	0
Community Resource Specialist	100.0%	7.0		0	0
Quality Assurance and Data Director	100.0%	1.0		0	0
Support Staff	100.00%	2.0		0	0
				0	0
				0	0
				0	0
TOTAL		14	0	0	0

**CME Care Coordination**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Care Coordinator Supervisor				0	0
Care Coordinator				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
TOTAL		0	0	0	0

**Attachment D.5: CME Personnel Detail—Year 4 (Option Year 2)**

Organization: 0

Note: Add additional positions as necessary.

Fringe Benefit Rate= \_\_\_\_\_

**CME Operations**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Executive Director		1.0		0	0
Chief Financial Officer		1.0		0	0
Clinical Director	100.0%	1.0		0	0
Provider Network Director	100.0%	1.0		0	0
Community Resource Specialist	100.0%	7.0		0	0
Quality Assurance and Data Director	100.0%	1.0		0	0
Support Staff	100.00%	2.0		0	0
				0	0
				0	0
				0	0
TOTAL		13	0	0	0

**CME Care Coordination**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Care Coordinator Supervisor				0	0
Care Coordinator				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
TOTAL		0	0	0	0

**Attachment D.6: CME Personnel Detail—Year 5 (Option Year 3)**

Organization: 0

Note: Add additional positions as necessary.

Fringe Benefit Rate= \_\_\_\_\_

**CME Operations**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Executive Director		1.0		0	0
Chief Financial Officer		1.0		0	0
Clinical Director	100.0%	1.0		0	0
Provider Network Director	100.0%	1.0		0	0
Community Resource Specialist	100.0%	7.0		0	0
Quality Assurance and Data Director	100.0%	1.0		0	0
Support Staff	100.00%	2.0		0	0
				0	0
				0	0
				0	0
TOTAL		14	0	0	0

**CME Care Coordination**

Position	Percent Time (% FTE; maximum 100%)	# of individuals in this position at this FTE	Annual Salary	Salary Included in Proposal	Fringe Benefits
Care Coordinator Supervisor				0	0
Care Coordinator				0	0
				0	0
				0	0
				0	0
				0	0
				0	0
TOTAL		0	0	0	0

**Attachment D.7: CME Operating Detail**

Organization: 0

**CME Operations**

Line Item	Year 1	Year 2	Year 3 (Option Year 1)	Year 4 (Option Year 2)	Year 5 (Option Year 3)
Rent (include janitorial and utilities)					
Office Supplies					
Telephones (include cell phones)					
Computers and Software					
Equipment Rental/Maintenance					
Staff Development/ Training					
Consultants					
Printing/Postage					
Local Travel					
Liability Insurance					
Performance Bond					
Payment Bond					
Background Checks					
Other:					
a.					
b.					
c.					
d.					
e.					
<b>TOTAL</b>	0	0	0	0	0

**CME Care Coordination**

Line Item	Year 1	Year 2	Year 3 (Option Year 1)	Year 4 (Option Year 2)	Year 5 (Option Year 3)
Telephones (include cell phones)					
Equipment Rental/Maintenance					
Staff Development/ Training					
Printing/Postage					
Local Travel					
Other:					
a.					
b.					
c.					
d.					
e.					
<b>TOTAL</b>	0	0	0	0	0

# ATTACHMENT E - Vendor Electronic Funds Transfer (EFT) Registration

State of Maryland

Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request \_\_\_\_\_

Business identification information (Address to be used in case of default to check):

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip code: 

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Business taxpayer identification number:

Federal Employer Identification Number: 

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(Or) Social Security Number: 

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Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address \_\_\_\_\_

Contact name and phone number (include area code) \_\_\_\_\_

ABA number: 

--	--	--	--	--	--	--	--	--	--

Account number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type: ☐ Checking ☐ Money Market

A VOIDED CHECK from the bank account must be attached.

Transaction requested:

1. \_\_\_\_ Initiate all disbursements via EFT to the above account.
2. \_\_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
3. \_\_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account must be attached.

I am authorized by \*\_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
-----

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746



## ATTACHMENT F - Living Wage Requirements for Service Contracts

- A. This Contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
  - (1) A Contractor who:
    - (A) Has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) Performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) Services with a Public Service Company;
    - (B) Services with a nonprofit organization;
    - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than ninety (90) days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Web site. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Web site <http://www.dllr.state.md.us/> and clicking on Living Wage.

## Attachment G - Living Wage Affidavit

### Affidavit of Agreement Maryland Living Wage Requirements - Service Contracts

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

#### If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- ☐ Bidder/Offeror is a nonprofit organization.
- ☐ Bidder/Offeror is a public service company.
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000.
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000.

#### If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- \_\_\_ All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- \_\_\_ All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- \_\_\_ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date

Dated as of September 27, 2011

## ATTACHMENT H – Payment Bond

### PAYMENT BOND

Principal

Business Address of Principal

Surety

Obligee

a corporation of the State of \_\_\_\_\_

STATE OF MARYLAND

and authorized to do business in the State of Maryland

**OR**

an individual surety qualified in accordance with State Finance and Procurement Article, §13-207 or 17-104, Annotated Code of Maryland

By and through the following  
Administration

Penal Sum of Bond (express in words and figures)

Date of Contract

\_\_\_\_\_  
Description of Contract

\_\_\_\_\_, 20\_\_\_\_

Date Bond Executed

Contract Number: \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the

Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

## **PART VI - Appendices**

**APPENDIX A** – Overview of Care Management Entities

**APPENDIX B** – Overview of the Wraparound Process

**APPENDIX C** – Life Domains

**APPENDIX D** – Phases and Activities of the Wraparound Process

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## APPENDIX A – Overview of Care Management Entities

Youth with complex needs and their families typically are involved with multiple providers and systems, or are at very high risk for such involvement. No one provider or system can respond comprehensively to the constellation of needs of these youth and families. As a consequence, youth and families end up with multiple plans of care and multiple care coordinators, a situation that is confusing and inefficient for all concerned. Over the past decade, new technologies have emerged in children's services that create one "locus of accountability" for youth and families involved in multiple systems. Within Maryland's SOC, these technologies, which support the organization, management, delivery and financing of services and supports across multiple providers and systems, are implemented through a Care Management Entity (CME) structure.

A CME is responsible for developing and implementing comprehensive individualized plans of care (POC) for each participating youth and his or her family. These plans are driven by the strengths and needs of the individual youth and family rather than by the boundaries of discrete programs, agencies or funding systems. The Wraparound model is used to implement the care coordination process provided by the CME, with fidelity to the Wraparound principles and its practice model evaluated by a neutral party. (For a brief description of the Wraparound process and evidence from controlled research studies, see Appendix B). In addition to implementing a Wraparound approach to ensure the development and oversight of an individualized plan of care that governs all providers and systems involved with the youth and his/her family, the CME also provides the youth and family with a dedicated care coordinator (*i.e.*, a full-time care coordinator with a small caseload).

The function of the CME is to design and implement plans of care to achieve defined outcomes for youth and their families that make sense both to the youth and family and to the systems in which the youth is involved. A CME is not a traditional provider and its business is not intake and referral to existing services; rather, the CME assumes the responsibility for the development and management of services to meet the POC objectives for all dimensions of individual and community life, with accountability for achieving outcomes across life domains.

The CME ensures accountability to an individual and his or her family and plan of care through individualized planning, utilization management, and coordination of services, resources and supports, with objective outcome measures mutually determined across multiple providers and systems in partnership with the youth and family. The CME is embedded into the community where the youth and family reside, providing more effective linkages to the natural and informal resources and supports that are available to participants with multi-system and complex needs. The CME is committed to cultural and linguistic competence and strives to reflect the diversity of the communities and populations it serves. The CME works closely with advocacy organizations to ensure that youth and families have access, voice and ownership in the development and implementation of their plans of care.

Youth with complex needs are at high risk for out-of-home placements. The CME approach typically is used by States and communities to organize a community-based alternative to divert youth from out-of-home placements and reduce lengths of stay. The CME approach is being used for various populations of youth and families, including those in or at-risk for residential treatment, detention, group home, and multiple foster home placements, among others. These are populations whose complex needs are not easily addressed through a single system and whose need for intensive care coordination are not readily met through the usual case management services and supports available through public child-family serving agencies.



The Maryland Children's Cabinet has focused its resources as they relate to CMEs on the population of youth with Serious Emotional Disturbances who are at-risk for entering a Residential Treatment Center (RTC) level of care. The CME infrastructure that is created for this population of youth and families can be utilized as well for other populations with complex needs. The CMEs in Maryland, in partnership with the local child-family serving agencies, governments, local management boards, and families, have been able to expand the population served to include gang-involved youth and youth at-risk for placement in a group home, treatment foster care home, or an independent living placement.

### CME SUPPORTS PROVIDED TO YOUTH AND FAMILIES

*Child Family Team (CFT) Facilitation using Wraparound Model:* The CME convenes and facilitates a CFT that includes the youth, family, involved lead agency representatives, formal support providers, and informal or natural supports, such as relatives or community organization representatives. Teams meet at least monthly to assess how the POC for the youth is meeting the needs of both the youth and family. The CME's data system supports the team, including system partners, to track the services and supports being provided, at what cost, and to what effect.

*Care Coordination with assessment tools:* In addition to convening and facilitating the CFT, care coordinators working with small caseloads are employed (or contracted) by the CME to facilitate the implementation of the individualized Plan of Care (POC), including coordinating with members of the CFT, connecting the youth and family with service providers, and supporting the family with the use of flexible funds. The Care Coordinator also uses assessment tools that are completed with the CFT to assess functioning and assist in the design of the POC to ensure that it is both strengths-based and needs-driven and draws on natural supports as well as formal services.

Maryland has selected the Child and Adolescent Needs and Strengths (CANS) Comprehensive tool ([www.buddinpraed.org](http://www.buddinpraed.org)) as the functional assessment to be used by the Care Management Entities. The CANS is used to assist in the identification of strengths and needs to support the development of individual plans of care as well as to provide information for continuous quality assurance. Additionally, the CANS provides information that may lead to appropriate referrals for further clinical evaluation. The Children's Cabinet has also selected CANS as the universal functional assessment tool to be used by all group home providers. There are additional assessment tools used by different child- and family-serving agencies for use with various populations.

*Care Monitoring and Review:* One of the collective functions of the care coordinator, CFT and CME is to continuously review the care being provided to youth and their families to ensure that it is building on strengths, meeting identified needs, and supporting the individualized goals in the POC. If a particular strategy or service provider is not having the intended effect or meeting expectations, the CFT will revisit the issue as needed to modify the strategy or identify a new service provider until the strategy begins to have its intended impact.

*Peer Support Partners:* Both caregiver and youth peer-to-peer support are available through the CME to both the youth and his/her caregiver(s). Such Partners have either experience receiving intensive services from multiple agencies themselves or have been the direct caregiver of a youth served by multiple systems. Peer Support Partners use their own past experience to guide youth and family decisions, provide information from a trusted source, provide social support, and act as role models of success in overcoming mental health challenges. CMEs either directly employ Peer Support Partners or arrange for their availability through contractual or other agreements. In Maryland, Peer Support Partners have typically been provided through an FSO.

## CME SYSTEM-LEVEL FUNCTIONS

*Management Information & Web-based Information System:* A CME utilizes an management information system (MIS) capable of maintaining an individual family record as well as linking financial costs with services authorized. The MIS is web-based and has ability to set viewing and editing rights at different levels. The CME MIS platform can link with other MIS platforms for the purposes of data dumping and report generation.

*Provider Network Recruitment and Management:* A Provider Network is recruited and managed by the CME and includes both formal and informal providers of supports and services to meet the individualized needs of youth and families. In addition to building a Network, the CME may contract for and purchase services identified by the Child and Family Team to support the individualized plan of care. The CME also could be used for organizing and managing a network to support child and family teams operating within given child-serving systems, for example, to support Family Group Conferencing teams in the child welfare system.

*Utilization Review and Management:* A CME can provide utilization review and/or management both for the population of youth for which it has financial responsibility and for a larger population identified by the state, often one that consumes expensive services. Utilization review involves the identification of the services being used by youth, their cost, and the effectiveness of the services in meeting desired client outcomes. Such reviews guide decisions about what services will best serve the needs of the youth at the least cost. Utilization management closely manages access to certain restrictive and/or expensive services to minimize use of such services when less restrictive services are more appropriate and ensure that they are only used when specific criteria are met. Utilization management also pays close attention to “outliers”, that is children that are using more or less services than what one typically would expect and providers that are providing more or less services that expected for the population being served.

The CME performs utilization review as part of its normal work for its specific populations of focus. The CME also may provide a utilization review function upon request from a local or state agency, analyzing data, trends, and demographic variables to identify the types of services being utilized, at what cost, and with what degree of effectiveness. Utilization management typically occurs when the CME is put financially at-risk for a population of youth; the CME must serve the youth within a fixed amount of funds and, therefore, is monitoring the type and volume of services a child is receiving and their effect and is closely monitoring more expensive services to ensure that they are only used when necessary and appropriate. A CME's undertaking utilization management as a result of being financially at risk (usually through being paid a case rate for the population served) is a typical scenario. However, the CME may also be paid an administrative fee to provide a utilization management function for the State or a given agency to ensure that the appropriate type and volume of services is provided to a given population or specifically to restrict access to particularly expensive services to only those who meet prescribed criteria. (This latter function is done in Maryland by the ASO for the PMHS; all youth who wish to access a residential treatment center must meet medical necessity criteria for that level of care and gain access to RTCs through the ASO.)

Utilization management of youth with complex needs and their families is best accomplished through a CME approach that embeds UM functions within the Wraparound approach. Specifically, child and family teams pay attention to both quality and cost concerns and outcomes and ensure the appropriate type and volume of services for every individual child and family served. The CME ensures that, across the populations it serves, children are indeed receiving the appropriate type and volume of services through the child and family team process and that outcomes are being met. This is a different orientation than a typical

ASO in the managed care world that tends not to operate within a Wraparound context and is not accountable for outcomes in the same way as the CME. In some States, the CME initially may be paid an administrative fee to perform UM functions and then gradually assumes financial risk responsibility for given populations through a case rate arrangement. Other States begin CME implementation within a case rate (i.e., financial risk) structure.

*Financing Model:* In Maryland's RTC Waiver, the financing model is fee-for-service, with the CME being funded through the Medicaid Administrative Claim while Medicaid eligible services are purchased from vendors on a fee-for-service basis. Financial risk under the Waiver is held by the Department of Health and Mental Hygiene, which is responsible for ensuring cost neutrality to the federal government under the Waiver. There have been some instances in Maryland, however, where the CMEs have been supported by a case rate for a different population, for example, youth diverted from detention, which has allowed the CME to have added flexibility in its service delivery model.

*Evaluation, Outcomes and Continuous Quality Improvement:* The CME uses an array of data obtained from its IS, feedback from Child Family Teams, surveys, and assessment tools to monitor outcomes and assess the impact of the model and service array on the well-being of youth and families. The CME uses these data to modify its provider network, identify gaps in training and experience, and improve practice. The CME also uses the data to ensure responsibility and accountability to State purchasers (i.e. those State agencies investing in the CME model) for a particular population.

# APPENDIX B – Overview of the Wraparound Process

## Overview of the Wraparound Process

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November 2006

**The Wraparound Process** is an intensive, individualized care management process for youths with serious or complex needs. Wraparound was initially developed in the 1980s as a means for maintaining youth with the most serious emotional and behavioral problems in their home and community. In recent years, however, it has been applied within child welfare, juvenile justice, and in schools as a way to improve school outcomes for students with serious emotional disturbance, as well as maintain them in normalized school settings. Wraparound is increasingly being applied in school settings in conjunction with Positive Behavioral Supports (PBS), as a means of supporting students with the most serious and complex behavioral needs.

During the Wraparound process, a team of individuals who are relevant to the well-being of the child or youth (e.g., family members, other natural supports, service providers, and agency representatives) collaboratively develop an individualized plan of care, implement this plan, and evaluate success over time. The Wraparound plan typically includes formal services and interventions, together with community services and interpersonal support and assistance provided by friends, kin, and other people drawn from the family's social networks. The team convenes frequently to measure the plan's components against relevant indicators of success. Plan components and strategies are revised when outcomes are not being achieved.

The process of engaging the family, convening the team, developing the plan, implementing the plan, and transitioning the youth out of formal Wraparound is typically facilitated by a trained care manager or "Wraparound facilitator," sometimes with the assistance of a family support worker. The Wraparound process, and the plan itself, is designed to be culturally competent, strengths based, and organized around family members' own perceptions of needs, goals, and likelihood of success of specific strategies.

Wraparound has been implemented nationally for over 20 years and presented as a promising practice in many publications. However, specification and consistent implementation of the model has occurred only in the past few years. As recently specified, Wraparound is conceived of a four phase process: **Engagement and team preparation**, **Initial plan development**, **plan implementation**, and **transition**. The full description of the activities that typically take place in each of these phases can be found in "Phases and Activities of the Wraparound Process," a document available on the web site of the National Wraparound Initiative at <http://www.nwi.pdx.edu/>.

## 2. Implementation Essentials

Wraparound is intended to ensure that youth with complex needs (and multiple agency involvement) benefit from a coordinated care planning process that produces a single plan of care that cuts across all agencies and providers. Wraparound plans and Wraparound teams require access to flexible resources and a well-developed array of services and supports in the community. As a result, Wraparound implementation requires that the child-serving system is supportive of Wraparound. Some of the key types of community and system supports include:

- **Community partnership:** Key stakeholder groups, including agencies, providers, and representatives of youths and families have joined together in a collaborative effort to

- plan and implement Wraparound.
- **Collaborative action:** Stakeholders involved in the Wraparound effort take concrete steps to translate the Wraparound philosophy into concrete policies, practices and achievements.
- **Fiscal Policies:** The community has developed fiscal strategies to support the Wraparound effort and to better meet the needs of children and youth participating in the Wraparound effort
- **Access to needed supports and services:** The community has developed mechanisms for ensuring access to the services and supports that Wraparound teams need to fully implement their plans.
- **Human Resource Development and Support:** The system supports Wraparound staff and partner agency staff to work in a manner that allows full implementation of the Wraparound model.
- **Accountability.** The community has implemented mechanisms to monitor Wraparound fidelity, service quality, and outcomes, and to oversee the quality and development of the overall Wraparound effort.

In addition to system supports, the Wraparound process requires skilled facilitators and family support partners who have the right working conditions to do their jobs. As a result, the lead agency responsible for implementing the Wraparound process for families must support implementation in several key ways, including maintaining adequately low caseload sizes; ensuring that primary staff receive comprehensive training and skill development; supporting Wraparound team efforts to get necessary members to attend meetings and participate collaboratively; and making timely decisions regarding funding for strategies developed by teams to meet families' unique needs.

### 3. Program Evaluation

The Wraparound process has been implemented widely across the United States and internationally because of the documentation of its successful use in several communities, its alignment with the value base for systems of care, and its resonance with families and family advocates. However, the formal Wraparound research base has been slow to develop because of several reasons: (1) its status as a care management *process* rather than a focal treatment for a specific disorder; (2) its grassroots development rather than development by a single research team; and (3) its individualized nature, in that the identified needs and specific strategies for each family participating in Wraparound should be unique.

At the same time, the research base on Wraparound continues to expand and evolve:

- To date, positive results have been found from three published experimental studies, six published quasi-experimental studies, and numerous pre- post longitudinal studies.
- The Wraparound process has been cited as a promising practice in Surgeon General's reports on both youth violence and mental health.
- Since the Wraparound practice model has been more fully specified, four random assignment control studies have been begun in four different locations, all with a consistent practice model and training and coaching model. Fidelity measures aligned with the Wraparound model described above are also now available and in use in all the above studies.

A summary of published controlled outcomes studies of Wraparound is provided below.

#### 4. Resources

The Wraparound process is not proprietary. The web site of the National Wraparound Initiative (<http://www.nwi.pdx.edu/>) includes a description of the practice model, as well as many implementation resources compiled from trainers, technical assistance providers, and program sites nationally. The NWI web site also includes a list of consultants and trainers that communities and organizations may wish to access. More comprehensive examples of how Wraparound has been implemented in schools can be found at the Illinois Positive Behavioral Supports network web site (<http://www.pbisillinois.org>), and in Eber (2003). Information about implementation and fidelity measures for Wraparound can be found at the Wraparound Evaluation and Research Team's web site at <http://depts.washington.edu/wrapeval>.

**Training and Technical Assistance.** Many communities and programs have been trained and coached by experts on the Wraparound process to successfully implement the Wraparound process. Typical curricula include initial 4 day training sessions for staff (e.g., facilitators and parent partners) followed by shadowing of experienced staff, and in-vivo coaching. Supervisors also receive a series of human resource development activities so they can collect data about staff performance and support staff over the long term via intensive group and individual supervision, as well as ongoing coaching.

#### SUMMARY OF PUBLISHED CONTROLLED RESEARCH ON WRAPAROUND

The research selected for inclusion in this Table include the eight controlled (experimental and quasi-experimental) outcomes research studies published in peer-reviewed journals relevant to the Wraparound process. Studies are organized by the population studied. These include two studies of youths served through the child welfare system, two studies of youths served because of their involvement in (or risk of involvement in) juvenile justice, and four studies of youths served because of their intensive mental health needs.

Study	Citations	Outcome(s)
Randomized control study (18 months) of youth in <b>child welfare</b> custody in Florida: 54 in Wraparound vs. 78 in standard practice foster care.	Clark, Lee, Prange, & McDonald, 1996; Clark et al., 1998.	Significantly fewer placement changes for youths in the Wraparound program, fewer days on runaway, fewer days incarcerated (for subset of incarcerated youths), and older youths were significantly more likely to be in a permanency plan at follow-up. No group differences were found on rate of placement changes, days absent, or days suspended. No differences on internalizing problems, but boys in Wraparound showed significantly greater improvement on externalizing problems than the comparison group. Taken together, the findings provided moderate evidence for better outcomes for the Wraparound program; however, differences appear somewhat limited to boys and externalizing problems.
Matched comparison study (18 months) of youth in <b>child welfare</b> custody in Nevada: 33 in Wraparound vs. 32 receiving MH services as usual	Bruns, Rast, Walker, Bosworth, & Peterson, 2006; Rast, Bruns, Brown, Peterson, & Mears (in submission)	After 18 months, 27 of the 33 youth (approximately 82%) who received Wraparound moved to less restrictive environments, compared to only 12 of the 32 comparison group youth (approximately 38%), and family members were identified to provide care for 11 of the 33 youth in the Wraparound group compared to only six in the comparison group. Mean CAFAS scores for youth in Wraparound decreased significantly across all waves of data collection (6, 12, 18 months) in comparison to the traditional services group. More positive outcomes were also found for the Wraparound cohort on school attendance, school disciplinary actions, and grade point averages. No significant differences were found in favor of the comparison group.
Randomized control study (18 months) of “at risk” and <b>juvenile justice</b> involved (adjudicated) youth in Ohio: 73 in Wraparound vs. 68 in conventional services	Carney & Buttell, 2003	Study supported the hypothesis that youth who received Wraparound services were less likely to engage in subsequent at-risk and delinquent behavior. The youth who received Wraparound services did not miss school unexcused, get expelled or suspended from school, run away from home, or get picked up by the police as frequently as the youth who received the juvenile court conventional services. There were, however, no significant differences, in formal criminal offenses.
Matched comparison study (>2 years) of youth involved in <b>juvenile justice</b> and receiving MH services: 110 youth in Wraparound vs. 98 in conventional MH services	Pullmann, Kerbs, Koroloff, Veach-White, Gaylor, & Sieler, 2006	Youths in the comparison group were three times more likely to commit a felony offense than youths in the Wraparound group. Among youth in the Wraparound program, 72% served detention “at some point in the 790 day post identification window” (p. 388), while all youth in the comparison group served detention. And of youth in the Connections program who did serve detention, they did so significantly less often than their peers. Connections youth also took three times longer to recidivate than those in the comparison group. According to the authors, a previous study by Pullman and colleagues showed “significant improvement on standardized measures of behavioral and emotional problems, increases in behavioral and emotional strengths, and improved functioning at home at school, and in the community” (p. 388) among Connections youth.

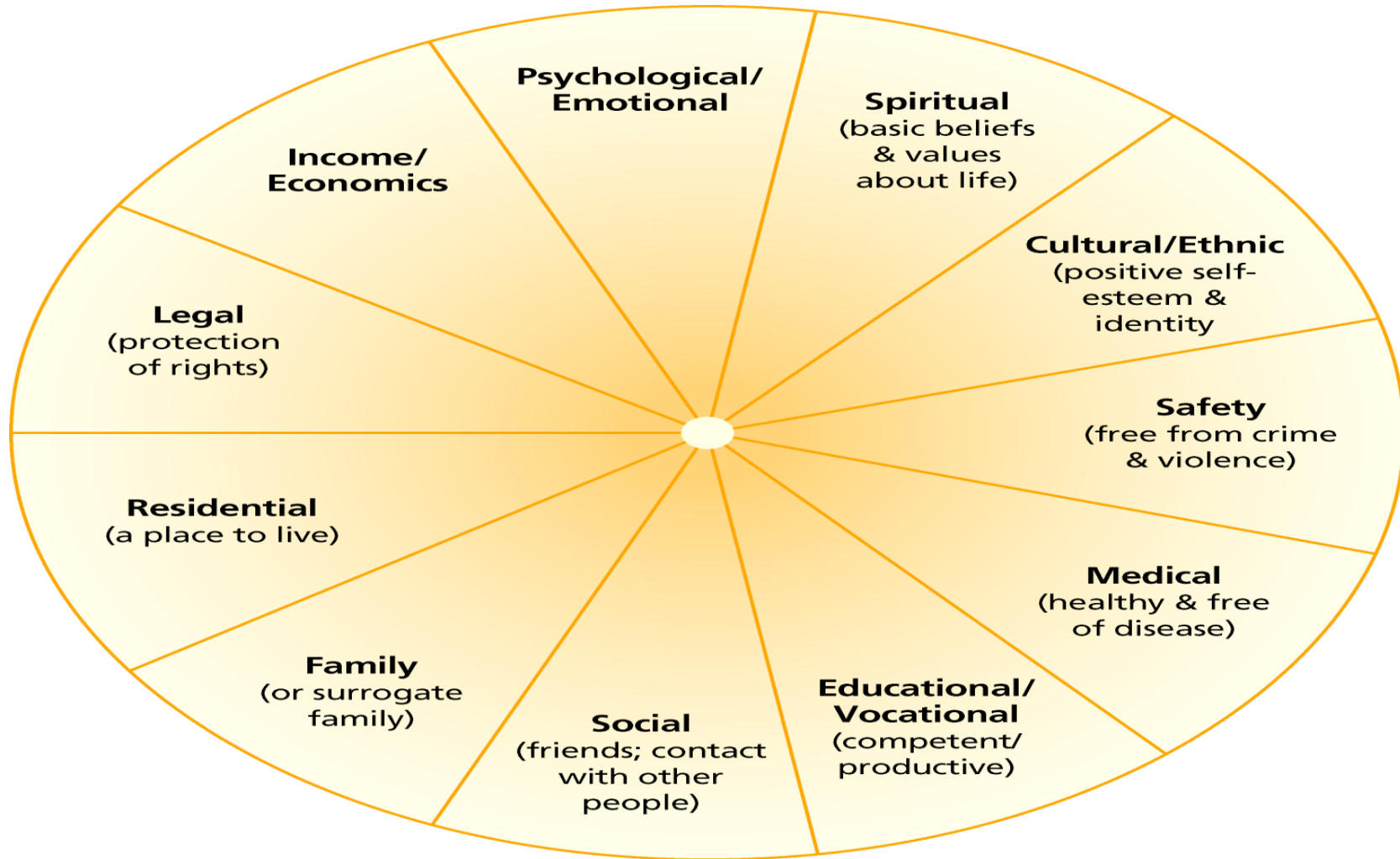
Study	Citations	Outcome(s)
Randomized control study (12 months) of youths referred to out-of-home placements for serious <b>mental health</b> problems in New York State: 27 to family centered intensive case management (Wraparound) vs. 15 to treatment foster care.	Evans, Armstrong, & Kuppinger, 1996; Evans, Armstrong, Kuppinger, Huz, & McNulty, 1998	Significant group differences were found in favor of the case management/ Wraparound program for behavioral and mood functioning. No differences were found, however, with respect to behavior problems (internalizing and externalizing), family cohesiveness, or self-esteem. No differences found in favor of the TFC group. Overall, small sample size plus loss of data on many of the outcome measures resulted in the study having very low power to detect differences between groups.
Quasi-experimental (6 months) study in Department of Defense demonstration site of youths with serious <b>mental health</b> issues: 71 in Wraparound group vs. 40 in comparison group (study refusers/ineligible youths).	Bickman, Smith, Lambert, & Andrade, 2003	Findings included higher utilization of "Wraparound services" (e.g., case management, in-home supports, and nontraditional services) for the demonstration group, higher costs for the demonstration group (primarily due to this group remaining in treatment longer), and no consistent differences between the groups on outcome measures (e.g., behavior, functioning, caregiver strain, perceived social support, family environment). Limitations of this study include the short time span (6 months) and whether the demonstration project truly followed the Wraparound process. Authors stated the "wrap" condition had access to informal services and flexible funding, but authors did not assess "wrapness" and stated that, "there is no evidence that the content or the quality of the services were different for the Wraparound children." (p.151)
Quasi-experimental (24 months) study of youths with serious <b>mental health</b> issues in urban Baltimore: 45 returned or diverted from residential care to Wraparound vs. 24 comparison.	Hyde, Burchard, & Woodworth, 1996	Primary outcome was a single rating that combined several indicators: restrictiveness of youth living situation, school attendance, job/job training attendance, and serious problem behaviors. Youths received ratings of "good" if they were living in regular community placements, attending school and/or working for the majority of the week, and had fewer than three days of serious behavior problems during the course of previous month. At 2-year follow-up, 47% of the Wraparound groups received a rating of good, compared to 8% of youths in traditional MH services. Limitations of the study include study attrition and group non-equivalence at baseline.
Quasi-experimental (multiple-baseline case study) of four youths referred to Wraparound because of serious <b>mental health</b> issues in rural Michigan.	Myaard, Crawford, Jackson, & Alessi (2000).	The multiple baseline case study design was used to evaluate the impact of Wraparound by assessing whether outcome change occurred with (and only with) the introduction of Wraparound at different points in time. The authors tracked occurrence of five behaviors (compliance, peer interactions, physical aggression, alcohol and drug use, and extreme verbal abuse) for each of the youths. Participants began receiving Wraparound after 12, 15, 19, and 22 weeks. For all four participants, on all five behaviors, dramatic improvements occurred immediately following the introduction of Wraparound.



### References for Outcomes Review

- Bickman, L., Smith, C., Lambert, E. W., & Andrade, A. R. (2003). Evaluation of a congressionally mandated Wraparound demonstration. *Journal of Child & Family Studies*, 12, 135-156.
- Bruns, E.J., Rast, J., Walker, J.S., Peterson, C.R., & Bosworth, J. (2006). Spreadsheets, service providers, and the statehouse: Using data and the Wraparound process to reform systems for children and families. *American Journal of Community Psychology*, 38, 201-212.
- Carney, M. M., & Buttell, F. (2003). Reducing juvenile recidivism: Evaluating the Wraparound services model. *Research on Social Work Practice*, 13, 551-568.
- Clark, H.B., Lee, B., Prange, M.E. & McDonald, B.A. (1996). Children lost within the foster care system: Can Wraparound service strategies improve placement outcomes? *Journal of Child and Family Studies*, 5, 39-54.
- Clark, H. B., Prange, M. E., Lee, B., Stewart, E. S., McDonald, B. B., & Boyd, L. A. (1998). An individualized Wraparound process for children in foster care with emotional/behavioral disturbances: Follow-up findings and implications from a controlled study. In M. H. Epstein, K. Kutash & A. Duchnowski (Eds.), *Outcomes for children and youth with emotional and behavioral disorders and their families: Programs and evaluation best practices* (pp. 513-542). Austin, TX: Pro-ED, Inc.
- Evans, M.E., Armstrong, M.I., Kuppinger, A.D. (1996). Family-Centered Intensive Case Management: A Step Toward Understanding Individualized Care. *Journal of Child and Family Studies*, 5, 55-65.
- Evans, M. E., Armstrong, M. I., Kuppinger, A. D., Huz, S., & McNulty, T. L. (1998). Preliminary outcomes of an experimental study comparing treatment foster care and family-centered intensive case management. In Epstein, M.H. (Ed); Kutash, K (Ed); et al. (1998). *Outcomes for children and youth with emotional and behavioral disorders and their families: Programs and evaluation best practices*. (pp. 543-580). Xviii, 738 pp.
- Hyde, K. L., Burchard, J. D., & Woodworth, K. (1996). Wrapping services in an urban setting. *Journal of Child & Family Studies*, 5(1), 67-82.
- Myaard, M. J., Crawford, C., Jackson, M., & Alessi, G. (2000). Applying behavior analysis within the Wraparound process: A multiple baseline study. *Journal of Emotional & Behavioral Disorders*, 8, 216-229.
- Pullmann, M. D., Kerbs, J., Koroloff, N., Veach-White, E., Gaylor, R., & Sieler, D. (2006). Juvenile offenders with mental health needs: Reducing recidivism using Wraparound. *Crime and Delinquency*, 52, 375-397.
- Rast, J., Bruns, E.J., Brown, E.C., Peterson, C.R., & Mears, S.L. (submitted July 2007). Impact of the Wraparound process in a child welfare system: Results of a matched comparison study. *Social Work Research*.

## APPENDIX C – LIFE DOMAINS



Pires, S. (2003) Primer "Hands On". Adapted from. Dennis, K, VanDenBerg, J., & Burchard, J. (1990). *Life domain areas*. Chicago: Kaleidoscope

## **APPENDIX D – Phases and Activities of the Wraparound Process**

*Note: Additional detail can be found online in the National Wraparound Initiative's Resource Guide, available at <http://www.nwi.pdx.edu/NWI-book/index.shtml>. See in particular chapter 4a.1—Phases and Activities of the Wraparound Process: Building Agreement About a Practice Model*

### **Phases and Activities of the Wraparound Process**

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**December, 2004**

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## Phases and Activities of the Wraparound Process

The table presented here represents the results of a research project intended to clarify the types of activities that must be included in a full wraparound process. It is one component among a set of materials produced by the *National Wraparound Initiative*, a project with a goal to clearly operationalize and define this important and innovative model for working with families. The *National Wraparound Initiative* materials also include a description of the principles of wraparound, a description of the organizational and system conditions needed to support a high-quality wraparound process, and a glossary of terms. Some of the documents still being completed include youth, family, and team member handbooks, fidelity measures, and a compilation of tools and procedures to support the process described here. This multi-dimensional description of the wraparound process is the result of an extended process of compiling materials, synthesizing them, and getting quantitative and qualitative feedback from the initiative's Advisory Group.

To create the current document on the activities of the wraparound process, descriptions of wraparound models were compiled from training manuals, monographs, operating procedures of successful wraparound programs, and interviews with wraparound trainers, family members, and family advocates. We created an initial description of the phases and activities and received in-depth feedback from 10 wraparound innovators and prominent family advocates. A revision was then presented to approximately 45 Advisory Group members nationally. Their quantitative feedback was obtained using a *Delphi* process that asked (1) whether the activities presented were “essential,” “optional,” or “inadvisable;” and (2) whether the wording of the activities was “fine,” “so-so,” or “unacceptable.” Their qualitative feedback included specific suggestions for revising content and wording. An extensive revision based on the quantitative and qualitative feedback was then undertaken.

The resulting “Phases and Activities of the Wraparound Process” focuses on *what* needs to happen in wraparound; however, *how* the work is accomplished is equally important. Merely accomplishing the tasks is insufficient unless this work is done in a manner consistent with the 10 principles of wraparound. In addition, future work from the National Wraparound Initiative will provide more detailed information about team member skills that are necessary for the wraparound process, as well as descriptions of specific procedures, templates, and other tools that can be used to complete the activities described here. Finally, it should be stressed that even the basic description presented here remains a “living document” that will be updated based on pilot testing and feedback from an even broader audience of reviewers than has participated thus far.

## Phases and Activities of the Wraparound Process

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## Phases and Activities of the Wraparound Process

Some notes:

- The activities below identify a *facilitator* as responsible for guiding, motivating, or undertaking the various activities. This is not meant to imply that a single person must facilitate all of the activities, and we have not tried to specify exactly who should be responsible for each activity. The various activities may be split up among a number of different people. For example, on many teams, a parent partner or advocate takes responsibility for some activities associated with family and youth engagement, while a care coordinator is responsible for other activities. On other teams, a care coordinator takes on most of the facilitation activities with specific tasks or responsibilities taken on by a parent, youth, and/or other team members. In addition, facilitation of wraparound team work may transition between individuals over time, such as from a care coordinator to a parent, family member, or other natural support person, during the course of a wraparound process.
- The *families* participating in wraparound, like American families more generally, are diverse in terms of their structure and composition. Families may be a single biological or adoptive parent and child or youth, or may include grandparents and other extended family members as part of the central family group. If the court has assigned custody of the child or youth to some public agency (e.g., child protective services or juvenile justice), the caregiver in the permanency setting and/or another person designated by that agency (e.g. foster parent, social worker, probation officer) takes on some or all of the roles and responsibilities of a parent for that child and shares in selecting the team and prioritizing objectives and options. As youth become more mature and independent, they begin to make more of their own decisions, including inviting members to join the team and guiding aspects of the wraparound process.
- The use of *numbering for the phases and activities* described below is not meant to imply that the activities must invariably be carried out in a specific order, or that one activity or phase must be finished before another can be started. Instead, the numbering and ordering is meant to convey an overall flow of activity and attention. For example, focus on transition activities is most apparent during the latter portions of the wraparound process; however, attention to transition issues begins with the earliest activities in a wraparound process.

## Phases and Activities of the Wraparound Process: Phase 1

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<p><b>PHASE 1: Engagement and team preparation</b></p> <p>During this phase, the groundwork for trust and shared vision among the family and wraparound team members is established, so people are prepared to come to meetings and collaborate. During this phase, the tone is set for teamwork and team interactions that are consistent with the wraparound principles, particularly through the initial conversations about strengths, needs, and culture. In addition, this phase provides an opportunity to begin to shift the family's orientation to one in which they understand they are an integral part of the process and their preferences are prioritized. The activities of this phase should be completed relatively quickly (within 1-2 weeks if possible), so that the team can begin meeting and establish ownership of the process as quickly as possible.</p>		
<p><b>1.1. Orient the family and youth</b> GOAL: To orient the family and youth to the wraparound process.</p>	<p><b>1.1 a. Orient the family and youth to wraparound</b> In face-to-face conversations, the facilitator explains the wraparound philosophy and process to family members and describes who will be involved and the nature of family and youth/child participation. Facilitator answers questions and addresses concerns. Facilitator describes alternatives to wraparound and asks family and youth if they choose to participate in wraparound. Facilitator describes types of supports available to family and youth as they participate on teams (e.g., family/youth may want coaching so they can feel more comfortable and/or effective in partnering with other team members).</p>	<p>This orientation to wraparound should be brief and clear, and should avoid the use of jargon, so as not to overwhelm family members. At this stage, the focus is on providing enough information so that the family and youth can make an informed choice regarding participation in the wraparound process. For some families, alternatives to wraparound may be very limited and/or non-participation in wraparound may bring negative consequences (as when wraparound is court ordered); however, this does not prevent families/youth from making an informed choice to participate based on knowledge of the alternatives and/or the consequences of non-participation.</p>
	<p><b>1.1 b. Address legal and ethical issues</b> Facilitator reviews all consent and release forms with the family and youth, answers questions, and explains options and their consequences. Facilitator discusses relevant legal and ethical issues (e.g., mandatory reporting), informs family of their rights, and obtains necessary consents and release forms before the first team meeting.</p>	<p>Ethical and legal considerations will also need to be reviewed with the entire team as described in phase 2.</p>

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<p><b>1.2. Stabilize crises</b> GOAL: To address pressing needs and concerns so that the family and team can give their attention to the wraparound process.</p>	<p><b>1.2 a. Ask family and youth about immediate crisis concerns</b> Facilitator elicits information from the family and youth about immediate safety issues, current crises, or crises that they anticipate might happen in the very near future. These may include crises stemming from a lack of basic needs (e.g., food, shelter, utilities such as heat or electricity).</p>	<p>The goal of this activity is to quickly address the most pressing concerns. The whole team engages in proactive and future-oriented crisis/safety planning during phase 2. As with other activities in this phase, the goal is to do no more than necessary prior to convening the team, so that the facilitator does not come to be viewed as the primary service provider and so that team as a whole can feel ownership for the plan and the process.</p>
	<p><b>1.2 b. Elicit information from agency representatives and potential team members about immediate crises or potential crises</b> Facilitator elicits information from the referring source and other knowledgeable people about pressing crisis and safety concerns.</p>	<p>Information about previous crises and their resolution can be useful in planning a response in 1.2.c.</p>
	<p><b>1.2 c. If immediate response is necessary, formulate a response for immediate intervention and/or stabilization</b> Facilitator and family reach agreement about whether concerns require immediate attention and, if so, work to formulate a response that will provide immediate relief while also allowing the process of team building to move ahead.</p>	<p>This response should describe clear, specific steps to accomplish stabilization.</p>



MAJOR TASKS/Goals	ACTIVITIES	NOTES
<b>1.3. Facilitate conversations with family and youth/child</b> GOAL: To explore individual and family strengths, needs, culture, and vision and to use these to develop a document that will serve as the starting point for planning.	<b>1.3 a. Explore strengths, needs, culture, and vision with child/youth and family.</b> Facilitator meets with the youth/child and family to hear about their experiences; gather their perspective on their individual and collective strengths, needs, elements of culture, and long-term goals or vision; and learn about natural and formal supports. Facilitator helps family identify potential team members and asks family to talk about needs and preferences for meeting arrangements (location, time, supports needed such as child care, translation).	This activity is used to develop information that will be presented to and augmented by the team in phase 2. Family members should be encouraged to consider these topics broadly.
	<b>1.3 b. Facilitator prepares a summary document</b> Using the information from the initial conversations with family members, the facilitator prepares a strengths-based document that summarizes key information about individual family member strengths and strengths of the family unit, as well as needs, culture, and vision. The family then reviews and approves the summary.	
<b>1.4. Engage other team members</b> GOAL: To gain the participation of team members who care about and can aid the youth/child and family, and to set the stage for their active and collaborative participation on the team in a manner consistent with the wraparound principles	<b>1.4 a. Solicit participation/orient team members</b> Facilitator, together with family members if they so choose, approaches potential team members identified by the youth and family. Facilitator describes the wraparound process and clarifies the potential role and responsibilities of this person on the team. Facilitator asks the potential team members if they will participate. If so, facilitator talks with them briefly to learn their perspectives on the family's strengths and needs, and to learn about their needs and preferences for meeting.	The youth and/or family may choose to invite potential team members themselves and/or to participate in this activity alongside the facilitator. It is important, however, not to burden family members by establishing (even inadvertently) the expectation that they will be primarily responsible for recruiting and orienting team members.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<p><b>1.5. Make necessary meeting arrangements</b></p> <p>GOAL: To ensure that the necessary procedures are undertaken for the team is prepared to begin an effective wraparound process.</p>	<p><b>1.5 a. Arrange meeting logistics</b></p> <p>Facilitator integrates information gathered from all sources to arrange meeting time and location and to assure the availability of necessary supports or adaptations such as translators or child care. Meeting time and location should be accessible and comfortable, especially for the family but also for other team members. Facilitator prepares materials—including the document summarizing family members' individual and collective strengths, and their needs, culture, and vision—to be distributed to team members.</p>	

## Phases and Activities of the Wraparound Process: Phase 2

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<p><b>PHASE 2: Initial plan development</b></p> <p>During this phase, team trust and mutual respect are built while the team creates an initial plan of care using a high-quality planning process that reflects the wraparound principles. In particular, youth and family should feel, during this phase, that they are heard, that the needs chosen are ones they want to work on, and that the options chosen have a reasonable chance of helping them meet these needs. This phase should be completed during one or two meetings that take place within 1-2 weeks, a rapid time frame intended to promote team cohesion and shared responsibility toward achieving the team's <i>mission</i> or overarching goal.</p>		
<p><b>2.1. Develop an initial plan of care</b></p> <p>GOAL: To create an initial plan of care using a high-quality team process that elicits multiple perspectives and builds trust and shared vision among team members, while also being consistent with the wraparound principles</p>	<p><b>2.1 a. Determine ground rules</b></p> <p>Facilitator guides team in a discussion of basic ground rules, elicits additional ground rules important to team members, and facilitates discussion of how these will operate during team meetings. At a minimum, this discussion should address legal and ethical issues—including confidentiality, mandatory reporting, and other legal requirements—and how to create a safe and blame-free environment for youth/family and all team members. Ground rules are recorded in team documentation and distributed to members.</p>	<p>In this activity, the team members define their collective expectations for team interaction and collaboration. These expectations, as written into the ground rules, should reflect the principles of wraparound. For example, the principles stress that interactions should promote family and youth voice and choice and should reflect a strengths orientation. The principles also stress that important decisions are made within the team.</p>
	<p><b>2.1 b. Describe and document strengths</b></p> <p>Facilitator presents strengths from the summary document prepared during phase 1, and elicits feedback and additional strengths, including strengths of team members and community.</p>	<p>While strengths are highlighted during this activity, the wraparound process features a strengths orientation throughout.</p>
	<p><b>2.1 c. Create team mission</b></p> <p>Facilitator reviews youth and family's vision and leads team in setting a <i>team mission</i>, introducing idea that this is the overarching goal that will guide the team through phases and, ultimately, through transition from formal wraparound.</p>	<p>The team mission is the collaboratively set, long-term goal that provides a one or two sentence summary of what the team is working towards.</p>

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<p><b>2.1 d. Describe and prioritize needs/goals</b>  Facilitator guides the team in reviewing needs and adding to list. The facilitator then guides the team in prioritizing a small number of needs that the youth, family, and team want to work on first, and that they feel will help the team achieve the mission.</p>	<p>The elicitation and prioritization of needs is often viewed as one of the most crucial and difficult activities of the wraparound process. The team must ensure that needs are considered broadly, and that the prioritization of needs reflects youth and family views about what is most important. Needs are not services but rather broader statements related to the underlying conditions that, if addressed, will lead to the accomplishment of the mission.</p>
	<p><b>2.1 e. Determine goals and associated outcomes and indicators for each goal</b>  Facilitator guides team in discussing a specific goal or outcome that will represent success in meeting each need that the team has chosen to work on. Facilitator guides the team in deciding how the outcome will be assessed, including specific indicators and how frequently they will be measured.</p>	<p>Depending on the need being considered, multiple goals or outcomes may be determined. Similarly, for each goal or outcome determined by the team for measurement, multiple indicators may be chosen to be tracked by the team. However, the plan should not include so many goals, outcomes, or indicators that team members become overwhelmed or tracking of progress becomes difficult.</p>

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<p><b>2.1 f. Select strategies</b>  Facilitator guides the team in a process to think in a creative and open-ended manner about strategies for meeting needs and achieving outcomes. The facilitator uses techniques for generating multiple options, which are then evaluated by considering the extent to which they are likely to be effective in helping reach the goal, outcome, or indicator associated with the need; the extent to which they are community based, the extent to which they build on/incorporate strengths; and the extent to which they are consistent with family culture and values. When evaluating more formal service and support options, facilitator aids team in acquiring information about and /or considering the evidence base for relevant options.</p>	<p>This activity emphasizes creative problem solving, usually through brainstorming or other techniques, with the team considering the full range of available resources as they come up with strategies to meet needs and achieve outcomes. Importantly, this includes generating strategy options that extend beyond formal services and reach families through other avenues and time frames. These are frequently brainstormed by the team, with the youth and family and people representing their interpersonal and community connections being primary nominators of such supports. Finally, in order to best consider the evidence base for potential strategies or supports, it may be useful for a wraparound team or program to have access to and gain counsel from a point person who is well-informed on the evidence base.</p>
	<p><b>2.1 g. Assign action steps</b>  Team assigns responsibility for undertaking action steps associated with each strategy to specific individuals and within a particular time frame.</p>	<p>Action steps are the separate small activities that are needed to put a strategy into place, for example, making a phone call, transporting a child, working with a family member, finding out more information, attending a support meeting, arranging an appointment. While all team members will not necessarily participate at the same level, all team members should be responsible for carrying out action steps. Care should be taken to ensure that individual team members, particularly the youth and family, are not overtaxed by the number of action steps they are assigned.</p>

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<b>2.2. Develop crisis/safety plan</b> GOAL: To identify potential problems and crises, prioritize according to seriousness and likelihood of occurrence, and create an effective and well-specified <i>crisis prevention and response</i> plan that is consistent with the wraparound principles. A more proactive <i>safety plan</i> may also be created.	<b>2.2 a. Determine potential serious risks</b> Facilitator guides the team in a discussion of how to maintain the safety of all family members and things that could potentially go wrong, followed by a process of prioritization based on seriousness and likelihood of occurrence.	Past crises, and the outcomes of strategies used to manage them, are often an important source of information in current crisis/safety planning.
	<b>2.2 b. Create crisis/safety plan</b> In order of priority, the facilitator guides team in discussion of each serious risk identified. The discussion includes safety needs or concerns and potential crisis situations, including antecedents and associated strategies for preventing each potential type of crisis, as well as potential responses for each type of crisis. Specific roles and responsibilities are created for team members. This information is documented in a written <i>crisis plan</i> . Some teams may also undertake steps to create a separate <i>safety plan</i> , which specifies all the ways in which the wraparound plan addresses potential safety issues.	One potential difficulty with this activity is the identification of a large number of crises or safety issues can mean that the crisis/safety plan “takes over” from the wraparound plan. The team thus needs to balance the need to address all risks that are deemed serious with the need to maintain focus on the larger wraparound plan as well as youth, family, and team strengths.
<b>2.3. Complete necessary documentation and logistics</b>	<b>2.3 a. Complete documentation and logistics</b> Facilitator guides team in setting meeting schedule and determining means of contacting team members and distributing documentation to team members	

### Phases and Activities of the Wraparound Process: Phase 3

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<b>PHASE 3: Implementation</b> During this phase, the initial wraparound plan is implemented, progress and successes are continually reviewed, and changes are made to the plan and then implemented, all while maintaining or building team cohesiveness and mutual respect. The activities of this phase are repeated until the team's mission is achieved and formal wraparound is no longer needed.		
<b>3.1. Implement the wraparound plan</b> GOAL: To implement the initial plan of care, monitoring completion of action steps and strategies and their success in meeting need and achieving outcomes in a manner consistent with the wraparound principles.	<b>3.1 a. Implement action steps for each strategy</b> For each strategy in the wraparound plan, team members undertake action steps for which they are responsible. Facilitator aids completion of action steps by checking in and following up with team members; educating providers and other system and community representatives about wraparound as needed; and identifying and obtaining necessary resources.	The level of need for educating providers and other system and community representatives about wraparound varies considerably from one community to another. Where communities are new to the type of collaboration required by wraparound, getting provider "buy in" can be very difficult and time consuming for facilitators. Agencies implementing wraparound should be aware of these demands and be prepared to devote sufficient time, resources, and support to this need.
	<b>3.1 b. Track progress on action steps</b> Team monitors progress on the action steps for each strategy in the plan, tracking information about the timeliness of completion of responsibilities assigned to each team member, fidelity to the plan, and the completion of the requirements of any particular intervention.	Using the timelines associated with the action steps, the team tracks progress. When steps do not occur, teams can profit from examining the reasons why not. For example, teams may find that the person responsible needs additional support or resources to carry out the action step, or, alternatively, that different actions are necessary.
	<b>3.1 c. Evaluate success of strategies</b> Using the outcomes/indicators associated with each need, the facilitator guides the team in evaluating whether selected strategies are helping team meet the youth and family's needs.	Evaluation should happen at regular intervals. Exactly how frequently may be determined by program policies and/or the nature of the needs/goals. The process of evaluation should also help the team maintain focus on the "big picture" defined by the team's mission: Are these strategies, by meeting needs, helping achieve the mission?

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<b>3.1. d. Celebrate successes</b> The facilitator encourages the team to acknowledge and celebrate successes, such as when progress has been made on action steps, when outcomes or indicators of success have been achieved, or when positive events or achievements occur.	Acknowledging success is one way of maintaining a focus on the strengths and capacity of the team and its members. Successes do not have to be “big”, nor do they necessarily have to result directly from the team plan. Some teams make recognition of “what’s gone right” a part of each meeting.
<b>3.2. Revisit and update the plan</b> GOAL: To use a high quality team process to ensure that the wraparound plan is continually revisited and updated to respond to the successes of initial strategies and the need for new strategies.	<b>3.2. a. Consider new strategies as necessary</b> When the team determines that strategies for meeting needs are not working, or when new needs are prioritized, the facilitator guides the team in a process of considering new strategies and action steps using the process described in activities 2.1.f and 2.1.g.	Revising of the plan takes place in the context of the needs identified in 2.1.d. Since the needs are in turn connected to the mission, the mission helps to guide evaluation and plan revisions.
<b>3.3. Maintain/build team cohesiveness and trust</b> GOAL: To maintain awareness of team members’ satisfaction with and “buy-in” to the process, and take steps to maintain or build team cohesiveness and trust.	<b>3.3 a. Maintain awareness of team members’ satisfaction and “buy-in”</b> Facilitator makes use of available information (e.g., informal chats, team feedback, surveys—if available) to assess team members’ satisfaction with and commitment to the team process and plan, and shares this information with the team as appropriate. Facilitator welcomes and orients new team members who may be added to the team as the process unfolds.	Many teams maintain formal or informal processes for addressing team member engagement or “buy in”, e.g. periodic surveys or an end-of-meeting wrap-up activity. In addition, youth and family members should be frequently consulted about their satisfaction with the team’s work and whether they believe it is achieving progress toward their long-term vision, especially after major strategizing sessions. In general, however, this focus on assessing the process of teamwork should not eclipse the overall evaluation that is keyed to meeting identified needs and achieving the team mission.



MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<p><b>3.3 b. Address issues of team cohesiveness and trust</b></p> <p>Making use of available information, facilitator helps team maintain cohesiveness and satisfaction (e.g., by continually educating team members—including new team members—about wraparound principles and activities, and/or by guiding team in procedures to understand and manage disagreement, conflict, or dissatisfaction).</p>	<p>Teams will vary in the extent to which issues of cohesiveness and trust arise. Often, difficulties in this area arise from one or more team members' perceptions that the team's work—and/or the overall mission or needs being currently addressed—is not addressing the youth and family's "real" needs. This points to the importance of careful work in deriving the needs and mission in the first place, since shared goals are essential to maintaining team cohesiveness over time.</p>
<p><b>3.4. Complete necessary documentation and logistics</b></p>	<p><b>3.4 a. Complete documentation and logistics</b></p> <p>Facilitator maintains/updates the plan and maintains and distributes meeting minutes. Team documentation should record completion of action steps, team attendance, use of formal and informal services and supports, and expenditures. Facilitator documents results of reviews of progress, successes, and changes to the team and plan. Facilitator guides team in revising meeting logistics as necessary and distributes documentation to team members.</p>	<p>Team documentation should be kept current and updated, and should be distributed to and/or available to all team members in a timely fashion.</p>

## Phases and Activities of the Wraparound Process: Phase 4

MAJOR TASKS/Goals	ACTIVITIES	NOTES
<b>PHASE 4: Transition</b> During this phase, plans are made for a purposeful transition out of formal wraparound to a mix of formal and natural supports in the community (and, if appropriate, to services and supports in the adult system). The focus on transition is continual during the wraparound process, and the preparation for transition is apparent even during the initial engagement activities.		
<b>4.1. Plan for cessation of formal wraparound</b> GOAL: To plan a purposeful transition out of formal wraparound in a way that is consistent with the wraparound principles, and that supports the youth and family in maintaining the positive outcomes achieved in the wraparound process.	<b>4.1 a. Create a transition plan</b> Facilitator guides the team in focusing on the transition from wraparound, reviewing strengths and needs and identifying services and supports to meet needs that will persist past formal wraparound.	Preparation for transition begins early in the wraparound process, but intensifies as team meets needs and moves towards achieving the mission. While formal supports and services may be needed post-transition, the team is attentive to the need for developing a sustainable system of supports that is not dependent on formal wraparound. Teams may decide to continue wraparound—or a variation of wraparound—even after it is no longer being provided as a formal service.
	<b>4.1 b. Create a post-transition crisis management plan</b> Facilitator guides the team in creating post-wraparound crisis management plan that includes action steps, specific responsibilities, and communication protocols. Planning may include rehearsing responses to crises and creating linkage to post-wraparound crisis resources.	At this point in transition, youth and family members, together with their continuing supports, should have acquired skills and knowledge in how to manage crises. Post-transition crisis management planning should acknowledge and capitalize on this increased knowledge and strengthened support system. This activity will likely include identification of access points and entitlements for formal services that may be used following formal wraparound.

MAJOR TASKS/Goals	ACTIVITIES	NOTES
	<b>4.1 c. Modify wraparound process to reflect transition</b> New members may be added to the team to reflect identified post-transition strategies, services, and supports. The team discusses responses to potential future situations, including crises, and negotiates the nature of each team member's post-wraparound participation with the team/family. Formal wraparound team meetings reduce frequency and ultimately cease.	Teams may continue to meet using a wraparound process (or other process or format) even after formal wraparound has ended. Should teamwork continue, family members and youth, or other supports, will likely take on some or all of the facilitation and coordination activities.
<b>4.2. Create a “commencement”</b> GOAL: To ensure that the cessation of formal wraparound is conducted in a way that celebrates successes and frames transition proactively and positively.	<b>4.2 a. Document the team's work</b> Facilitator guides team in creating a document that describes the strengths of the youth/child, family, and team members, and lessons learned about strategies that worked well and those that did not work so well. Team participates in preparing/reviewing necessary final reports (e.g., to court or participating providers, where necessary)	This creates a package of information that can be useful in the future.
	<b>4.2 b. Celebrate success</b> Facilitator encourages team to create and/or participate in a culturally appropriate “commencement” celebration that is meaningful to the youth/child, family, and team, and that recognizes their accomplishments.	This activity may be considered optional. Youth/child and family should feel that they are ready to transition from formal wraparound, and it is important that “graduation” is not constructed by systems primarily as a way to get families out of services.
<b>4.3. Follow-up with the family</b> GOAL: To ensure that the family is continuing to experience success after wraparound and to provide support if necessary.	<b>4.3 a. Check in with family</b> Facilitator leads team in creating a procedure for checking in with the youth and family periodically after commencement. If new needs have emerged that require a formal response, facilitator and/or other team members may aid the family in accessing appropriate services, possibly including a reconvening of the wraparound team.	The check-in procedure can be done impersonally (e.g., through questionnaires) or through contact initiated at agreed-upon intervals either by the youth or family, or by another team member.

Referral is made to CME by local agency.

CME assigns care coordinator.

Care coordinator contacts family within 72 hours and arranges a face-to-face meeting.

At first meeting, care coordinator works with family to identify individuals to participate on the Child and Family Team, including a **family support partner**. A **crisis plan** is written, which may contain initial services and supports to assist in stabilizing the child and family. The **CANS** begins to be completed, but may not be finalized immediately, as the care coordinator learns more about the child and family.

The **first CFT meeting** is held, and a **plan of care** is written collectively with specific goals and services tied to strengths and needs of the child and family. The child and family are **linked to services and resources** within the community that can address the specific goals and needs. Clear action steps are articulated, along with the individual responsible for each step.

The **CFT reconvenes** at least monthly, and more frequently if the plan is not working, there is a crisis, or there is a sudden change. The effectiveness of services is monitored, with feedback from the child, family, and service providers.

The care coordinator continues to work with the child, family and team to modify the plan of care and ensure that the child and family are safe, stable, and meeting their goals. The care coordinator talks with the family about transitioning out of the CME from the beginning of care, with more emphasis on a transition plan closer to the **termination** of services. The termination date will depend on both the needs of the family and the requirements of the funding source.

The care coordinator is in touch with the family on a regular basis and manages the plan of care, including coordinating with service providers and the local school system.

Clinical supervisors at the CME review and approve the plan of care. Community resource managers facilitate linkages to and contracts with community resources.

## APPENDIX F – Essential Components to a Continuum of Care for Children and Families

*All services and supports should be individualized, family-driven and youth-guided, culturally and linguistically competent.*

### **Mental & Behavioral Health Care**

- Alcohol & Drug Abuse
  - Day Services
  - Detoxification
  - Residential Treatment
  - Lab & Medical Services
- Assessments
  - Alcohol & Drug Abuse
  - Medication
  - Psychological
  - Psychosocial
  - Psychiatric
- Behavioral aide
- Day treatment
- Diagnostic Center
- Evidence-Based Practices:
  - Aggression Replacement Training
  - Brief Strategic Family Therapy
  - Functional Family Therapy
  - Multidimensional Treatment Foster Care
  - Multi-Systemic Therapy
  - Supported Employment
  - Trauma-Informed Cognitive Behavioral Therapy
- Family Therapy
- Group Therapy (Traditional & Expressive)
- Individual Therapy (Traditional & Expressive)
- In-Home Therapy & Supports
- In-patient hospitalization
- Medication Management
- Mobile Crisis & Stabilization
- Psychiatric hospital emergency visit
- Psychoeducation, including anger management
- Residential Treatment Facility
  - Respite care (In-Home & Out-of-Home)
  - Treatment Foster Care

### **Peer Support**

- Family Navigation
- Caregiver Peer-to-Peer Support
- Youth Peer-to-Peer Support

### **Care Coordination**

#### **Education**

- Alternative Schools
- Early Intervention
- Regular Public Education
- Special Education
- Individualized Educational Programs
- Tutoring
- Non-public schools

#### **Additional Supports**

- Camp
- Child Care
- Community Supervision
- Foster Care
- GED Preparation
- Interpretation
- Kinship Care
- Mentoring
- Life Skills Training
- Recreation Programs
- Single Points of Access/Call Centers
- Systems Navigation
- Supported Employment
- Team planning & team meetings
- Transportation

**Basic Life Needs & Commodities**—All other services and resources will be nominally successful or impactful if the following are not available (potentially through the use of flexible funds and targeted partnerships with community organizations and governmental entities):

- Appliances, including stoves and refrigerators
- Cleaning supplies
- Clothing, including school uniforms
- Food
- Furniture
- Housing
  - Emergency Shelter
  - Eviction Prevention
  - Remodeling (disability accommodation, safety, and occupancy reasons)
  - Rental Assistance
  - Repairs
  - Security Deposit
- Personal hygiene supplies
- Pest control
- School supplies & books
- Somatic Health Care, including Dental Care and Medication
- Smoke alarms, carbon monoxide detectors, and fire extinguishers
- Utilities, including prevention of shut-off (water, gas, electricity, phone)

**Flexible funds:**

- **Normalization**
  - School activities, including field trips
  - School pictures
  - School projects, including science fairs
  - Journals and art supplies
  - Educational resources (books, etc)
  - Sports equipment
  - Glasses
- **Wellness and Alternative and Complementary Supports**

- Nutrition classes and supports
- Weight loss support
- Gym memberships
- Nutritional Supplements & Alternative Therapies (acupuncture, acupressure, chiropractic)
- Special medical supports (i.e. arches)
- Meal preparation support
- Cooking classes

- **Organizational and Financial Supports to Improve and Sustain Familial Outcomes**

- Budget and credit counseling and education
- Driver's education
- Computers
- Computer repairs
- Organizational materials (filing cabinets, notebooks)
- Planners

- **Incentives to Support Families, Youth, & Community Members to Improve Outcomes**

- Board games & cards for family night
- Family outings
- Stipends for families to attend trainings and conferences
- Awards for teams
- Awards for community members who go above and beyond their responsibilities in the Child and Family Teams or other partnerships
- Success celebrations
- Respite for caregivers (supports to allow them to leave the home if it is not financially viable for them)

## APPENDIX G – Minimum Data Set

**Note:** There may be amendments to this data set during the course of the demonstration project.

Name	Description	Width	Type	Values/Format	Comment
F1CORE_ID	Unique Personal Identifier assigned by the CME	9	Numeric	#####	
F1CORE_DT	Date Stamp	8	String/Numeric	MMDDYYYY	Date of assessment / data collection
F1CORE_DTm	Date Stamp: Month of assessment	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_DT.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_DTd	Date Stamp: Day of assessment	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_DTy	Date Stamp: Year of assessment	4	Numeric	YYYY	
F1CORE_RT	Record Trail	3	String	B = Baseline	
				3 = 3 months since baseline	
				6 = 6 months since baseline	
				9 = 9 months since baseline	
				12 = 12 months since baseline	
				. . .	
				D = Discharge	

F1CORE_EN	Episode of Care	3	Numeric	1= first episode of care 2=second episode of care 3= third episode of care ...	An episode of care consists of an interval from a start/admission date to its corresponding discharge/termination date.
fundsrc	Funding Source		String/Numeric		Formatting is up to the CME's discretion. Please include in data transfer explanation of codes.
<b>DEMOGRAPHIC &amp; FAMILY DATA</b>					
F1CORE_01	Youth Date of birth	8	String/Numeric	MMDDYYYY	E.g., January 1, 2011 = 01112011
F1CORE_01m	Youth Month of birth	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_01.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_01d	Youth Day of birth	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_01y	Youth Year of birth	4	Numeric	YYYY	
F1CORE_02	Youth Gender	1	Numeric	1=Male;	
				2=Female;	
				3=Unknown	
				5 = Transgender	
F1CORE_03	Youth Race	1	Numeric	1=White;	
				2=Black/African American;	
				3=Asian;	
				4=American Indian/Alaska Native;	



				5=Native Hawaiian or Other Pacific Islander;	
				6=Other	
F1CORE_04	Youth Ethnicity	1	Numeric	1=Hispanic or Latino;	
				2=Non-Hispanic;	
				3=Other	
F1CORE_34a	Youth Race/Ethnicity: White	3	Numeric	0 = No	ALTERNATIVE SERIES OF VARIABLES TO F1CORE_03 & F1CORE_04.
				1 = Yes	
F1CORE_34b	Youth Race/Ethnicity: Black/African American	3	Numeric	0 = No	
				1 = Yes	
F1CORE_34c	Youth Race/Ethnicity: Asian/Asian American	3	Numeric	0 = No	
				1 = Yes	
F1CORE_34d	Youth Race/Ethnicity: American Indian/Alaska Native	3	Numeric	0 = No	
				1 = Yes	
F1CORE_34e	Youth Race/Ethnicity: Native Hawaiian or Other Pacific Islander	3	Numeric	0 = No	
				1 = Yes	
F1CORE_34f	Youth Race/Ethnicity: Hispanic/Latino(a)	3	Numeric	0 = No	
				1 = Yes	
F1CORE_34g	Youth Race/Ethnicity: Other (Please specify)	50	String		
F1CORE_05	Current Caregiver	1	Numeric	1=Biological parent;	ALTERNATIVE TO CATEGORIES LISTED HERE: Please consider including every typical relationship of primary caregiver to youth.
				2=Step-parent;	
				3=Adoptive parent;	
				4=Grandparent;	
				5=Live-in friend/relative;	
				6=Foster Parent	
				7=Other	

F1CORE_06	Youth's current living arrangement and/or residential placement	1	Numeric	1=Family or relative's home; 2=Foster care home; 3=Therapeutic foster care; 4=Detention/jail; 5=Other residential setting  ... RTC/PRTF Homeless/shelter...	<b>ALTERNATIVE TO CATEGORIES LISTED HERE:</b> Please consider including every typical living arrangement.
F1CORE_07	Total annual family income in the past year	10.2	Numeric	\$\$\$\$\$\$.\$	If this value is missing (e.g., was not asked or recorded or family refused to answer this information), please enter \$99999999.99
F1CORE_08	Would youth be Medicaid eligible for non-waiver home-based services?	1	Numeric	1=Yes; 0=No	
<b>HEALTH &amp; HEALTH CARE HISTORY</b>					
F1CORE_09	Youth DSM-IV Diagnosis: Primary	6	String	###.##	Include Axis I and Axis II only. If there is third diagnosis, please include here.
F1CORE_10	Youth DSM-IV Diagnosis: Secondary	6	String	###.##	Include Axis I and Axis II only. If there is third diagnosis, please include here.
F1CORE_10a	Youth DSM-IV Diagnosis: Tertiary	6	String	###.##	Include Axis I and Axis II only. If there is third

					diagnosis, please include here.
F1CORE_11	Age that youth first received mental health services	2	Numeric	##	For "NEVER," please enter 99 here. For "DON'T KNOW," please leave blank.
F1CORE_12	# of PRTF admissions that youth has had to date	2	Numeric	##	Includes current admission if still in PRTF.  For "NONE," please enter 0 (zero) here. For "DON'T KNOW," please leave blank.
F1CORE_13	Date of youth's first ever PRTF admission	8	String/Numeric	MMDDYYYY	If youth has NEVER been in PRTF, please enter 999.
F1CORE_13m	Date of youth's first ever PRTF admission: Month	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_13.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_13d	Date of youth's first ever PRTF admission: Day	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_13y	Date of youth's first ever PRTF admission: Year	4	Numeric	YYYY	
F1CORE_14	Date of youth's admission at most recent PRTF stay	8	String/Numeric	MMDDYYYY	If youth is still currently in PRTF, then use date of admission for current stay.  If youth has NEVER been in PRTF, please enter 999.

F1CORE_14m	Date of youth's admission at most recent PRTF stay: Month	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_14.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_14d	Date of youth's admission at most recent PRTF stay: Day	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_14y	Date of youth's admission at most recent PRTF stay: Year	4	Numeric	YYYY	
F1CORE_15	Date of youth's exit at most recent PRTF stay	8	String/Numeric	MMDDYYYY	If the youth is still currently in the PRTF when this item is collected, then the answer should be "NA."  If youth has NEVER been in PRTF, please enter 999.
F1CORE_15m	Date of youth's exit at most recent PRTF stay: Month	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_15.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_15d	Date of youth's exit at most recent PRTF stay: Day	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_15y	Date of youth's exit at most recent PRTF stay: Year	4	Numeric	YYYY	

wrapaddt	Date of youth's admission to Wraparound	8	String/Numeric	MMDDYYYY	Should be derived from record data, not self reported.  For families in the RTC Waiver, enter the date of notification of acceptance into the Waiver.
wrapaddtm	Date of youth's admission to Wraparound: Month	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO wrapaddt.</b> E.g., January = 01 (or 1 because variable is numeric)
wrapaddtd	Date of youth's admission to Wraparound: Day	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
wrapaddy	Date of youth's admission to Wraparound: Year	4	Numeric	YYYY	
<b>ENVIRONMENTAL VARIABLES</b>					
F1CORE_17	Was youth diverted from the PRTF?	1	Numeric	1=Yes;	<b>(Assessed only at intake/baseline).</b> Even if youth was discharged from RTC the day prior to completion of application packet, s/he is considered a "diversion," because there is no request for an advisory authorization to participate.
				0=No	
				If yes to F1CORE_17, then F1CORE_18 is no. These two questions can be both no, but cannot be both yes.	
F1CORE_18	Was youth transitioned from PRTF?	1	Numeric	1=Yes;	<b>Assessed only at intake/baseline).</b>
				0=No	

					Youth is only considered to be a "transition" from an RTC, if an advisory <u>Authorization to Participate (ATP)</u> was completed due to youth continuing to reside at RTC at time of the completion of the Waiver application packet.
				If yes to F1CORE_18, then F1CORE_18 is no. These two questions can be both no, but cannot be both yes.	
F1CORE_19	Has youth ever moved in the past 6 months?	1	Numeric	1=Yes;	
				0=No	
F1CORE_20	Has youth ever been in ANY out-of-home or substitute care in the past 6 months	1	Numeric	1=Yes;	Out-of-home (OOH) placement is defined by any placement or living situation in which the youth is no longer with a natural or adopted caregiver and instead is residing in a professional/clinical setting, where people are being paid to take care of him/her. OOH placements include both family-based settings (e.g., foster care, treatment foster care) and congregate care settings (group home, therapeutic group home, and residential treatment centers).
				0=No	

F1CORE_20a	If yes, please specify what kind of out-of-home care	3	Numeric		ALTERNATIVE TO CATEGORIES LISTED HERE: Please consider including every typical living arrangement.
				2=Foster care home;	
				3=Therapeutic foster care;	
				4=Detention/jail;	
				5=Other residential setting	
				... RTC/PRTF	
				Homeless/shelter...	
F1CORE_20b	If youth was in more than one type of out-of-home care in past 6 months, please specify the other type of out-of-home care	3	Numeric		ALTERNATIVE TO CATEGORIES LISTED HERE: Please consider including every typical living arrangement. If CME system already captures more categories than listed, please include in data transfer along with explanation of codes.
				2=Foster care home;	
				3=Therapeutic foster care;	
				4=Detention/jail;	
				5=Other residential setting	
				... RTC/PRTF	
				Homeless/shelter...	
F1CORE_21	Has the youth received vocational counseling / employment services in the past 6 months?	1	Numeric	1=Yes;	Applies to all age groups
				0=No	
F1CORE_22	Has the youth had contact with unemployment office in the past 6 months?	1	Numeric	1=Yes;	Optional for youth less than 18 years of age
				0=No	
F1CORE_23	Has the youth had contact with any special education	1	Numeric	1=Yes;	
				0=No	

	program in the past 6 months?				
F1CORE_24a	Has the youth received psychosocial rehabilitation services in the past 6 months?	1	Numeric	1=Yes; 0=No	
F1CORE_24b	Has the youth received supported employment services in the past 6 months?	1	Numeric	1=Yes; 0=No	
F1CORE_26	Date of discharge/disenrollment from the Wraparound	8	String/Numeric	MMDDYYYY	
F1CORE_26m	Date of discharge/disenrollment from the Wraparound: Month	2	Numeric	MM	<b>ALTERNATIVE SERIES OF VARIABLES TO F1CORE_26.</b> E.g., January = 01 (or 1 because variable is numeric)
F1CORE_26d	Date of discharge/disenrollment from the Wraparound: Day	2	Numeric	DD	E.g., First day of month 01 (or 1 because variable is numeric)
F1CORE_26y	Date of discharge/disenrollment from the Wraparound: Year	4	Numeric	YYYY	



F1CORE_27	Duration (in days) of program participation for youth in wraparound program	3	Numeric	###	To be provided at discharge only.
F1CORE_28	Reason for discharge	1	Numeric	1 – Aged-out	To be provided at discharge only.
				2 – Transfer to PRTF	
				3 – Transfer to inpatient facility, not PRTF	
				4 – Increased functioning; no need for HCBS waiver	
				5 – Medicaid Ineligibility	
				6 – Incarcerated/juvenile justice involvement	
				7 – Non-compliant	
				8 – Moved/Moved out of state	
				9 – Parent chooses to opt out of waiver (None of the reasons listed above.)	
				10 – Other _____ [indicate other]	
F1CORE_28a	If other reason for discharge, please describe	250	String		